

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

**AGENDA**  
**REGULAR MEETING #14-2020**  
**JUNE 18, 2020 – 7:00 PM AT DISTRICT OFFICES**  
**ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:**  
**[LOXAHATCHEERIVER.ORG/PUBLICMEETING](http://LOXAHATCHEERIVER.ORG/PUBLICMEETING)**

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
  - A. Roll Call
  - B. Previous Meeting Minutes **Page 4**
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed **Page 11**
  - B. Loxahatchee River District Dashboard **Page 12**
5. Consent Agenda (see next page) **Page 13**
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. Busch Wildlife Sanctuary License Agreement **Page 40**
  - C. Rules Chapter 31-10, Rates, Fees and Charges **Page 77**
  - D. Rules Chapter 31-2, Agenda and Scheduling of Meetings and Workshops **Page 102**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 146**
9. Board Comments
10. Adjournment

“...if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

Submitted by:  
Date: June 8, 2020

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## **5. CONSENT AGENDA**

All items listed in this portion of the agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen; in which event, the item will be removed and considered under the regular agenda.

- A. Lift Stations 162 and 291 Emergency Generators – to approve corrected amount **Page 14**
- B. Software Agreement (ESRI) – to approve agreement **Page 22**
- C. Lift Station 54 Gravity Main Lining – to approve contract **Page 33**
- D. Fixed Asset Disposal – to approve disposal **Page 37**
- E. Change Orders to Current Contracts – to approve modifications **Page 38**

## **7. REPORTS**

- A. Neighborhood Sewering **Page 109**
- B. Legal Counsel's Report **Page 111**
- C. Engineer's Report **Page 113**
- D. Busch Wildlife Sanctuary **Page 117**
- E. Director's Report **Page 118**

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D. Albrey Arrington, Ph.D., Executive Director

**AGENDA**  
**PUBLIC HEARING #13-2020**  
**JUNE 18, 2020 - 6:55 P.M. AT DISTRICT OFFICES**  
**ALL MEETINGS ARE OPEN TO THE PUBLIC**

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to Rules Chapter 31-10, Rates, Fees and Charges
4. Comments from the Board
5. Adjournment

".... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

Submitted by:  
Date: June 8, 2020

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: June 11, 2020

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearing and Regular Meeting of May 21, 2020. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the May 21, 2020 Public Hearing and Regular Meeting as submitted.”

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Ref. 11-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
MAY 21, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of May 21, 2020 to order at 7:11 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Rockoff  
Dr. Rostock  
Mr. Silverman (via Goto Webinar)  
Mr. Snyder  
Mr. Boggie

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO RULES CHAPTER 31-15,  
INDEXING FINAL ORDERS.

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Rockoff adjourned the Public Hearing at 7:12 P.M.

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
RECORDING SECRETARY

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
MAY 21, 2020

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of May 21, 2020 to order at 7:12 PM and explained the various methods of attending the meeting (in person, electronically or telephonically).

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Mr. Rockoff  
Dr. Rostock  
Mr. Silverman (via GotoWebinar)  
Mr. Snyder  
Mr. Boggie

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard (via GotoWebinar), Ms. Fraraccio (via GotoWebinar) and Mr. Pugsley.

Consultants in attendance were Mr. Shenkman with Curtis Shenkman, PA. (via GotoWebinar) and Ms. Jensen with Klausner, Kaufman, Jensen & Levinson (via GotoWebinar).

Ms. Wynne from Busch Wildlife Sanctuary was also in attendance.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of April 16, 2020 were presented for approval and the following motion was made.

MOTION: Made by Mr. Boggie, Seconded by Dr. Rostock,  
Passed Unanimously.

“THAT THE GOVERNING BOARD approve the minutes of the April 16, 2020 Regular Meeting as presented.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Item 6C was moved to between Items 3 and 4.  
Items 5B and 5G were moved to the Regular Agenda.

### 3. COMMENTS FROM THE PUBLIC

No comments were received.

### 6C. BUSCH WILDLIFE SANCTUARY LICENSE AGREEMENT

Ms. Wynne discussed the impact of COVID-19 on the sanctuary.

MOTION: Made by Dr. Rostock, Seconded by Mr. Boggie,  
Passed Unanimously.

“THAT THE GOVERNING BOARD, in light of the impacts of the ongoing COVID-19 pandemic, waives the requirements of Sections 10, 11 and 12 of the LRD-BWS Restated License Agreement dated August 11, 2011 for the year 2020.”

### 4. STATUS UPDATES

#### A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard reviewed the District’s partnership with Biobot Analytics to research wastewater for SARS-CoV-2.

#### B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

### 5. CONSENT AGENDA

MOTION: Made by Mr. Boggie, Seconded by Mr. Snyder,  
Passed unanimously.

“THAT THE GOVERNING BOARD approve the Consent Agenda of May 21, 2020 with the exception of Items 5B and 5G.”

The following motions were approved as a result of the Board’s adoption of the Consent Agenda:

#### A. Money Purchase Plan & Trust (Retirement Plan) – to ratify Plan Document

“THAT THE DISTRICT GOVERNING BOARD repeals the existing Loxahatchee River District Money Purchase Plan and Trust (dated January 1, 2016) with an effective date of June 1, 2020.  
and

“THAT THE DISTRICT GOVERNING BOARD ratifies execution of the revised Loxahatchee Environmental Control River District Money Purchase Plan and Trust, which consists of the following documents: (1) Adoption Agreement for Governmental Volume Submitter Money Purchase Plan; (2) FIS Business Systems LLC Governmental Defined Contribution Volume Submitter Plan (aka Plan Document); and (3) Summary of Plan Provisions; with an effective date of June 1, 2020;

and

“THAT THE DISTRICT GOVERNING BOARD receives the Plan Determination Letter dated March 31, 2014.”

and

“THAT THE DISTRICT GOVERNING BOARD directs the Executive Director to continue to transition the District’s Retirement Plan from Morgan Stanley to Empower Retirement, including executing necessary agreements.

C. Maintenance Policy – to approve policy

“THAT THE GOVERNING BOARD approve the attached Maintenance Policy and direct the Executive Director to implement this policy with an effective date of May 22, 2020.”

D. Owner Furnished Equipment-LS291 & LS161 – to approve purchase

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification # 102 with contract deduct amounts 80KW and 100KW generators and 600A Automatic Transfer Switch Specification # 80 with contract deduct amounts for 150A switches in accordance with ACF Power System, Inc.’s proposals dated March 21, 2020 in the amount of \$78,205.00.”

F. Fixed Asset Disposal – to approve disposal

No Fixed Assets were submitted for disposal

G. Change Orders to Current Contracts – to approve modifications

No Change Orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5B. Capital Asset Policy – to approve policy

Dr. Arrington reviewed the Capital Asset Policy

MOTION: Made by Mr. Boggie, Seconded by Dr. Rostock,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the attached Capital Asset Policy and direct the Executive Director to implement the policy with an effective date of May 21, 2020.”

5E. Retirement Plan Administrative Committee Policy – to approve policy

Ms. Jensen discussed the retirement program transfer progress to date.



MOTION: Made by Mr. Silverman, Seconded by Mr. Snyder,  
Passed unanimously.

“THAT THE GOVERNING BOARD approve the attached Retirement Plan Administrative Committee Policy and direct the Executive Director to implement this policy with an effective date of June 1, 2020.”

B. Consultants Competitive Negotiation Act Acceptance of Qualified Firms

Mr. Dean discussed the acceptance of Qualified Firms.

MOTION: Made by Mr. Snyder, Seconded by Dr. Rostock,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD approve the list of Request for Qualifications #20-001-PROFSERVICES Qualified Firms.”

D. Injection Well Pump Station Variable Frequency Drives

Mr. Pugsley reviewed his memo on the variable frequency drives.

MOTION: Made by Mr. Boggie, Seconded by Dr. Rostock,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Howard Woodrow & Associates in accordance with their proposal dated April 2, 2020, for the purchase of four (4) VFD units at \$17,725.00/each for a total purchase amount of \$70,900.00.”

E. Rules Chapter 31-15, Indexing Final Orders

Dr. Arrington reviewed the repeal of Rules Chapter 31-15.

MOTION: Made by Mr. Boggie, Seconded by Mr. Snyder,  
Passed unanimously.

“That the Governing Board repeal District Rule 31-15 effective May 21, 2020.”

F. Rules Chapter 31-5, Rulemaking Procedure

Dr. Arrington reviewed Rules Chapter 31-5 and stated that after review, the Chapter would be unchanged.

MOTION: Made by Mr. Snyder, Seconded by Mr. Silverman,  
Passed unanimously.

“THAT THE GOVERNING BOARD ratifies the existing LRD Rule Chapter 31-05 Rulemaking Proceedings.”

G. Rules Chapter 31-10, Rates, Fees and Charges COVID-19 Considerations

Dr. Arrington reviewed Rules Chapter 31-10 and the Board discussed potential COVID-19 considerations.

MOTION: Made by Mr. Boggie, Seconded by Mr. Silverman,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD temporarily (from May 22, 2020 through September 30, 2020) revises the District’s Delinquent Account Payment Policy to reduce the minimum monthly payment to \$1.”

7. REPORTS

The following reports stood as written.

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL’S REPORT
- C. ENGINEER’S REPORTS
- D. BUSCH WILDLIFE SANCTUARY
- E. DIRECTOR’S REPORT

8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business report.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

MOTION: Made by Dr. Rostock, Seconded by Mr. Boggie,  
Passed Unanimously.

“That the regular meeting of May 21, 2020 adjourns at 9:21 PM.”

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY



## Loxahatchee River Watershed Status Summary of Dry Season River Flows

The health of the Loxahatchee River is closely tied to the amount of river flow, particularly during the dry season. In periods of low flow, saltwater migrates into the segments of the river that were historically bathed in freshwater, and the salt causes harm to the surrounding habitats. Albrey said it so well – the river is on fire, but we just can't see the smoke. Conditions this year were particularly challenging with 85 days of Minimum Flow and Level Rule violations. At our meeting we will summarize the 2019-2020 dry season river flows and efforts to provide renewed focus on effectively managing the River.



# LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



	Stewardship		Wastewater					Engineering	General Business					EHS	River Health		
	# People educated at RC	Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewage Spilled	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Employee Safety	Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality
Benchmark / Customer Expectation	% of Target	million gallons/day	# days demand not met	# blockages with damage in home	Gallons	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% within budget	% on time	# of OSHA recordable injuries	# Days MFL Violation	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level	≥ 90%	< 7.7	<2	Zero	<704	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥80%	≥80%	Zero	0	min ≥ 20 ‰	90% of sites ≤ 200
Yellow	< 90%	< 8.8	≥ 2	1	≤1,500	1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥60%	≥60%	-	1	min ≥ 10 ‰	2 or more sites >200 but ≤ 400
Red	<75%	≥ 8.8	≥ 9	≥ 2	>1,500	≥ 2	>1875	> 25	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	< 60%	≥ 1	≥ 2	min < 10 ‰	≥ 2 sites > 400
2017 Baseline	104%	6.6	1	0	2,225	0	1,127	9	\$ 30,425,084	95%	85%	98%	85%	0	not avail	22.8	1 > 200
2018 Baseline	112%	6.8	1	0	1,606	0	1,216	8	\$ 33,683,858	99%	85%	95%	56%	0.4	42	23.1	1 > 200
2019 Baseline	100%	6.8	1	1	8,022	0	1229	9	\$ 35,137,006	100%	89%	95%	63%	0.3	2	22.9	1 > 200
2019	May	113%	6.7	0	0	0	1,125	5	\$ 36,569,040	98%	90%	92%	50%	0	0	25.7	0 > 200
	June	98%	6.6	0	0	0	1,233	17	\$ 34,111,378	98%	89%	92%	42%	0	0	23.5	1 > 200
	July	85%	6.2	0	0	0	3,800	6	\$ 34,005,523	98%	88%	92%	42%	1	0	28.8	0 > 200
	Aug	89%	6.9	1	0	0	3,000	2	\$ 33,341,832	97%	89%	92%	33%	1	0	15.9	3 > 200
	Sept	74%	6.5	3	1	0	2,250	0	\$ 31,573,764	97%	89%	92%	33%	0	0	12.9	0 > 200
	Oct	116%	6.5	1	1	0	3,000	0	\$ 32,222,812	105%	103%	92%	88%	1	0	26.9	0 > 200
	Nov	113%	6.5	3	1	0	67,850	0	\$ 33,374,275	98%	90%	92%	83%	0	0	18.7	1 > 200
	Dec	108%	6.9	0	1	0	310	0	\$ 33,400,263	105%	87%	92%	83%	0	0	6.1	1 > 200
	2020 Jan	109%	7.1	6	0	0	1,176	7	\$ 34,262,489	104%	93%	92%	83%	0	0	7.3	0 > 200
	Feb	137%	7.4	3	1	0	1,227	0	\$ 35,411,980	102%	91%	92%	83%	1	0	24.5	1 > 200
	Mar	40%	7.3	0	0	0	10,010	2	\$ 34,352,969	104%	90%	92%	83%	0	0	27.9	3 > 200
	Apr	0%	6.9	0	0	0	121	0	\$ 35,108,854	103%	89%	88%	79%	1	15	32.7	1 > 200
	May	0%		0	0	0	4,028	NA	\$ 35,110,453	102%	89%	90%	90%	0	31	11.2	2 > 200
Consecutive Months at Green	0	131	3	3	1	9	116	4	131	94	16	55	1	1	0	0	0
Metric Owner	O'Neill	Pugsley	Dean	Dean	Dean	Pugsley	Pugsley	Dean	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Pugsley	Howard	Howard	Howard

**Metric**  
Public Education  
Sewage Spills  
Grease Interceptors  
MFL Compliance  
Salinity  
Fecal Coliform Bacteria

**Explanation**  
The COVID-19 pandemic caused closure of the River Center in mid-March. While attendance at the River Center is zero, our educators have shifted gears and are providing online content and working on other projects (see Jocelyn's report for links).  
In our collection and transmission system we had 4 sewage spills that resulted in 3,805 gallons of sewage being spilled with one spill (2,500 gallons) impacting surface waters - see Kris' Engineering Report for details. In our wastewater treatment plant we had one spill of 223 gallons of secondary effluent - see Jason's report for details.  
Due to staff turnover among our engineering inspectors, we did not complete any grease interceptor inspections.  
The drought that began in April continued into May, and very low flows over Lainhart Dam persisted through the middle of May. SFWMD worked proactively to provide supplemental water to the NW Fork until the heavy rains obviated the need for supplemental water. See Bud's report for more details.  
While we entered May in drought conditions, we received nearly 11-inches of rain in May. The runoff from all that rain significantly depressed salinity conditions in North Bay - where some of the healthiest seagrass beds occur.  
Elevated fecal bacteria concentrations were observed at the mouth of Kitching Creek and Cypress Creek when Riverkeeper water quality samples were collected.

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: June 11, 2020  
SUBJECT: Consent Agenda

All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or citizen, in which event, the item will be removed and considered under the regular agenda.

This month's consent agenda consists of the following items:

- A. Lift Stations 162 and 291 Emergency Generators – to approve corrected amount
- B. Software Agreement (ESRI) – to approve agreement
- C. Lift Station 54 Gravity Main Lining – to approve contract
- D. Fixed Asset Disposal – to approve disposal
- E. Change Orders to Current Contracts – to approve modifications

Should you have any questions regarding these items, I would be pleased to discuss them further with you.

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of June 18, 2020 as presented.”**

Signed,

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

D. Albrey Arrington, Ph.D.  
Executive Director

J:\BOARD\Consent2020.docx

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

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James D. Snyder  
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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

FROM: Kris Dean, P.E., Director of Engineering Services

DATE: June 11, 2020

SUBJECT: Lift Stations 161 and 291 Emergency Standby Generator and ATS Purchase: Award of Contract

At last month's Board meeting the Board approved purchase of generators for Lift Stations 161 and 291. The award included scrivener's error on the purchase amounts. The revised memo is as follows.

Lift Stations 161 and 291 have been identified as priority stations for emergency standby generator installations this fiscal year. Both stations are repump stations that serve significant areas of our collection system in unincorporated Martin County and Jupiter.

The District will "piggy-back" on the existing Florida Sheriff Association, and the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification Item # 102 and 600A Automatic Transfer Switch Specification # 80 with contract deduct amounts for 80KW, 100KW, 250A and 50A units, respectively. Below is a summary of the generators and automatic transfer switches to be purchased.

(1) Generac SD80 w/250A ATS at Lift Station 161	\$46,580.00 each
(1) Generac SD100 w/150A ATS at Lift Station 291	\$47,880.00 each
Total:	\$94,460.00 each

The following motion is suggested:

**"THAT THE DISTRICT GOVERNING BOARD authorize the "piggy-back" of the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification # 102 with contract deduct amounts 80KW and 100KW generators and 600A Automatic Transfer Switch Specification # 80 with contract deduct amounts for 150A switches in accordance with ACF Power System, Inc.'s proposals dated March 21, 2020 in the amount of \$94,460.00."**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



**Date:** March 31, 2020

**Reference:** Loxahatchee River Environmental Control District-LS 291 & LS 161

We are pleased to offer the following quote for the above project:

**FSA 19-VEH17.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT**

**125KW Generator Package Specification Item #102 / 2019-2020**

**ITEM I Lift Station 291**

- 125W Generator Package Specification Item # 102 2019 Generac SD130..... \$ 35,100.00
- Downgrade to 100kw .....\$ **-1,425.00**
- Upgrade to Permanent Magnet Generator (PMG) .....\$ 1,100.00
- Upgrade to Alternator To 130kw .....\$ 590.00
- Upgrade to Level 2 Aluminum Enclosure.....\$ 3,395.00
- Upgrade to 72 Hour Fuel Tank .....\$ 1,790.00
- Upgrade to 2<sup>nd</sup> 150A breaker .....\$ 1,265.00

**Sub-Total: \$ 41,815.00**

- 600 Amp ATS Package Specification # 80 2019 Generac 600 Amp ATS..... \$ 7,100.00
- Downgrade to an 150A (Non Service Entrance Rated).....\$ **-2,200.00**
- Optional Equipment NEMA 4X Enclosure.....\$ 1,165.00

**Sub-Total: \$ 6,065.00**

**Total investment for the above equipment (Not including any applicable tax): .....\$ 47,880.00**

**Based on (2) 30 HP Pumps starting across the line. One 30HP at a time. See sizing report .**

**ITEM II Lift Station 161**

- 125W Generator Package Specification Item # 102 2019 Generac SD130..... \$ 35,100.00
- Downgrade to 80kw .....\$ **-3,900.00**
- Upgrade to Permanent Magnet Generator (PMG) .....\$ 1,100.00
- Upgrade to Alternator To 130kw .....\$ 1,030.00
- Upgrade to Level 2 Aluminum Enclosure.....\$ 2,810.00
- Upgrade to 72 Hour Fuel Tank .....\$ 2,000.00
- Upgrade to 2<sup>nd</sup> 250A breaker .....\$ 1,320.00

Sub-Total: \$ 39,460.00

- 600 Amp ATS Package Specification # 80 2019 Generac 600 Amp ATS..... \$ 7,100.00
- Downgrade to an 250A (Non Service Entrance Rated)..... \$-1,500.00
- Optional Equipment NEMA 4X Enclosure.....\$ 1,520.00

Sub-Total: \$ 7,120.00

Total investment for the above equipment (Not including any applicable tax): .....\$ 46,580.00

Based on (2) 20 HP Pumps starting across the line. One 20HP at a time. See sizing report.

Total investment for ITEM I & ITEM II (Not including any applicable tax): .....\$ 94,460.00

We are pleased to offer the following quote for the above project:

#### **ITEM I Lift Station 291**

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **100 kW Rating, wired for 277/480 VAC three phase, 60 Hz**
- Permanent Magnet Excitation
- **With upsized 130 kW alternator**
- **Level 2 Acoustic Enclosure, Aluminum**
  - Industrial Grey Baked-On Powder Coat Finish
  - 150 MPH Wind Load Certified
- UL2200
- EPA Certified
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections
    - All engine sensors are 4-20ma for minimal interference
    - Programmable I/O
    - Built-in PLC for special applications
  - Engine function monitoring and control:
    - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
    - Isochronous Governor, +/-0.25% frequency regulation
    - Full system status on all AC output and engine function parameters
    - Service reminders, trending, fault history (alarm log)
    - I2T function for full generator protection
    - Selectable low-speed exercise
  - HTS transfer switch function monitoring and control
  - 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Air Filter Restriction Ind



- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W
- **36" 510 Gallon Double-Wall UL142 Basetank**
  - **Mechanical fuel level indicator gauge**
  - **Electronic fuel level sender**
  - **Emergency Vent**
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- **MLCB, 100% rated thermal-magnetic**
  - **150 Amp**
- **Secondary MLCB, 100% rated thermal-magnetic**
  - **150 Amp**
- *2-Year Comprehensive Warranty*

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- **Standard Open Transition**
- 32F - Inphase Transfer
- Contactor-Based Design
- **150 Amp, 3 Pole, 277/480 VAC three phase**
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- **NEMA 4X Enclosure**
- ATC-300+ Microprocessor-Based Controller
  - 2-Line, 32-Character Alphanumeric LCD Display
  - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
  - Standard Features:
    - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
    - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
    - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
    - Test Pushbutton
    - Contacts for Go to Emergency (S2)
    - MODBUS Communication
    - Digital Programmable Plant Exerciser:
      - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
      - Adjustable 0-600 Minutes Run Time
      - Selectable for Load or No Load
    - Auxiliary Contacts:
      - Normal (S1) Source Present (2 Form C)
      - Emergency (S2) Source Present (2 Form C)
      - Normal (S1) Position Indication (1 Form C)
      - Emergency (S2) Position Indication (1 Form C)
      - Pre-Transfer Signal Contacts (1 Form C)
- 32F - In-Phase Transition
- 41A - 100W Space Heater with Adjustable Thermostat
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (2) 1/0-250MCM or (1) 1/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (6) 250MCM-500MCM
- **2-Year Extended Warranty**

## **ITEM II Lift Station 161**

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **80 kW Rating, wired for 120/240 VAC three phase, 60 Hz**
- Permanent Magnet Excitation
- **With upsized 130 kW alternator**
- **Level 2 Acoustic Enclosure, Aluminum**
  - **Industrial Grey Baked-On Powder Coat Finish**
  - **150 MPH Wind Load Certified**
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections
    - All engine sensors are 4-20ma for minimal interference
    - Programmable I/O
    - Built-in PLC for special applications
  - Engine function monitoring and control:
    - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
    - Isochronous Governor, +/-0.25% frequency regulation
    - Full system status on all AC output and engine function parameters
    - Service reminders, trending, fault history (alarm log)
    - I2T function for full generator protection
    - Selectable low-speed exercise
  - HTS transfer switch function monitoring and control
  - 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **36" 510 Gallon Double-Wall UL142 Basetank**
  - **Mechanical fuel level indicator gauge**
  - **Electronic fuel level sender**
  - **Emergency Vent**
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- **MLCB, 100% rated thermal-magnetic**
  - **250 Amp**
- **Secondary MLCB, 100% rated thermal-magnetic**
  - **250 Amp**
- 2-Year Comprehensive Warranty
- SD0080JG174.5D18HPLY3

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- **Standard Open Transition**
- 32D - Inphase Transfer, default to Time Delay Neutral
- Contactor-Based Design
- **250 Amp, 3 Pole, 120/208 VAC three phase**

- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- **NEMA 4X Enclosure**
- ATC-300+ Microprocessor-Based Controller
  - 2-Line, 32-Character Alphanumeric LCD Display
  - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
  - Standard Features:
    - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
    - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
    - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
    - Test Pushbutton
    - Contacts for Go to Emergency (S2)
    - MODBUS Communication
    - Digital Programmable Plant Exerciser:
      - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
      - Adjustable 0-600 Minutes Run Time
      - Selectable for Load or No Load
    - Auxiliary Contacts:
      - Normal (S1) Source Present (2 Form C)
      - Emergency (S2) Source Present (2 Form C)
      - Normal (S1) Position Indication (1 Form C)
      - Emergency (S2) Position Indication (1 Form C)
      - Pre-Transfer Signal Contacts (1 Form C)
- 41A - 100W Space Heater with Adjustable Thermostat
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (12) 1/0-750MCM
- **2-Year Extended Warranty**

Quantity 1 - Start-up and testing Including a 2-hour load bank test, **M-F, 8A-5P, No Holidays**. Maximum if one trip for this start-up. It is the contractor's responsibility to ensure this generator set is completely installed, and all fuel tank testing is completed before the start up is scheduled. If at time of start-up, the installation is incomplete and/or no fuel available, an additional trip will be required to complete this start-up. Additional trip(s) will be billed our customer.

**NOTES:**

- Field start-up and testing conducted by a Factory Trained Certified Technician
- Onsite training to be done on the same day as start-up
- Start-up and testing is limited to one (1) day on site as described above.
- Load Bank Testing will be done using a resistive type load bank.

***Access within 50 feet of the generator must be provided for the load bank test. If the distance between the load bank and the generator is greater than 50 feet, we reserve the right to requote this start-up and load bank testing.*** The distance must be provided to calculate the required additional cable and cost for this testing

Quantity 1 – Freight to Jobsite Offloading by Others

**Clarifications and Exceptions:**

- No Enclosure Wind Load P.E. Calculations. Optional adder.
- Buyers referenced to local, state, or federal government requirements.

- No Anchoring Calculations and/or anchors.
- Fire Pump ATS Provided by Others
- No Offloading.
- No installation.
- No rigging.
- No power systems or selective coordination study.
- Equipment performance beyond manufacturer's design.
- No Storage or insurance.
- No third-party electrical apparatus testing / inspections, and/or special testing (emissions, noise, harmonics, etc...
- NO NETA Testing Must be performed by third party agency.
- No Special testing equipment (oscilloscope, thermal camera, harmonic analyzer, InfraRed, etc...
- No general, civil and/or plumbing work or materials.
- No electrical and/or mechanical work including materials.
- No engineering or permitting.
- No third-party testing agency.
- If this project is an AHCA project and AHCA does not approve quote additional cost could occur to make AHCA Compliant.
- No Sound Testing by ACF.
- No fuel or equipment rental.
- No Sub-base in field pressure integrity testing.
- No Maintenance Contract by ACF.

## Notes

1. This Quotation is based upon Engineering Specifications \_\_\_N/A\_\_\_ & Drawings N/A. No other sections shall apply. Based of sizing by engineer
2. Quotation is valid for 60 days. If not released to production within 60 days, pricing, delivery extension and escalation charges may apply.
3. ACF Standby Systems is not responsible for any delays in delivery due to Act of Nature, explosion, fire, strikes, accidents, war, terrorism, flood, accidents or other causes beyond our company control. Quoted shipping schedules are not guaranteed and subject to change without notice. In no case is ACF Standby Systems responsible for incidental or consequential damages.
4. ACF Standby Systems does not accept liquidated damages as a part of third party contracts.
5. Equipment will be invoiced (and payment expected according to ACF's Terms and Conditions) at the time of shipment or when ready to ship from point of origin. Delays by the buyer may result in storage fees and/or additional freight charges.
6. The warranty is that of the above-named manufacturer(s). Refer to the manufacturer's warranty statement for details. No special warranty is implied. The Manufacturer's warranty begins on the day of start-up or 6 months after shipment, whichever occurs first, not substantial completion. It is the contractor's responsibility to coordinate start-up along with the date of substantial completion.
7. If the generator set is not installed and ready for startup within 6 months of shipment it will require long term storage procedures. Please refer to the Operation and Maintenance Manual for such requirements. All costs related to long term storage is the responsibility of the purchaser. Failure to follow these procedures may void warranty and affect equipment operation. Contact ACF Standby Systems for assistance.
8. Additional sets of O&M manuals are available at an additional cost. The manufacturer's standard format shall apply. Custom O&M manuals will be available at an additional charge.
9. Startup services will not proceed until the buyer's account is current and in good standing.
10. Quotation does not include offloading, rigging, anchoring, installation, exhaust plumbing, exhaust insulation, fuel or permitting.

11. ACF Standby Systems is not responsible for testing of fuel tank(s) provided by any party. Fuel tank testing, as required by FDEP ( Florida Department of Environmental Protection) Chapters 62-761 and 62-762, is the responsibility of the installing Contractor and Generator Permit Applicant. ACF Standby Systems LLC is not responsible for damages or costs incurred by any party, when a fuel tank is filled before field testing required under FDEP or testing mandated by a Local Inspector of Authority under FBC, is performed.
12. Pricing is subject to ACF Standby Systems Payment Terms.

### Terms and Conditions

This proposal is subject to ACF Terms and Conditions of Sale, attached.

Sincerely,

Thank You,

*John Agnes*



John Agnes

Sales Engineer

**Mobile** (352) 277-6403

**Fax** (813) 621-6980

**Email** [j.agnes@acfpower.com](mailto:j.agnes@acfpower.com)

**Connect**

### Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the content of this proposal and the attached terms and conditions

### Customer Signature

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: June 12, 2020  
SUBJECT: Enterprise Agreement for GIS Software FY2020-2023

This is a request for authorization to execute an Enterprise License Agreement with ESRI for our Geographic Information System (GIS) Software through Fiscal Year 2023.

Like most utilities, GIS software is a foundation tool for the District that provides our staff with essential information on the spatial location and details about our assets throughout the community, as well as a variety of other uses. Environmental Systems Research Institute (ESRI) is the global leader in GIS software and is the industry standard for the vast majority of utilities and governments, including the State of Florida, Palm Beach and Martin Counties.

In the past we used the software through individual license model (both purchase and subscription) which are renewed each July. But now, with the expansion of both desktop and field users throughout the organization, we have reached the threshold where it is advantageous to switch to an Enterprise (organization-wide) licensing model for an annual flat fee for all users in the organization.

The Enterprise license provides essentially unlimited access to all of the software products we are most likely to use. This includes the expensive desktop licenses for staff and interns, as well as field software products that we use for post-storm damage assessment and coordination. This model greatly simplifies the management of the software and access control for our IT staff and provides a wealth of software products to capitalize on into the future.

The cost for the Enterprise License is set by ESRI according to the size category of the utility and is only available through ESRI direct (sole source letter attached). Our cost is \$25,000 per year and requires a minimum 3-year commitment. To synchronize this licensing to our fiscal year this contract begins upon approval, pro-rated for the remainder of this fiscal year, and continues through September 30, 2023, for a total of \$81,850.

Therefore, we offer the following suggested motion:

**THAT THE DISTRICT GOVERNING BOARD recognizes that this is a justifiable sole source purchase and authorizes the Executive Director to execute the Small Utility Term Enterprise Agreement (Quote #Q-414810) with Environmental Systems Research Institute, Inc. for the term June 22, 2020 through September 30, 2023 for \$81,850."**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 5/8/2020 To: 8/6/2020*

## Quotation # Q-414810

Date: June 1, 2020

Customer # 195808 Contract #

Loxahatchee River Environmental  
Control District  
2500 Jupiter Park Dr  
Jupiter, FL 33458

ATTENTION: Joe Chung  
PHONE:  
EMAIL: joe.chung@lrecd.org

Material	Qty	Term	Unit Price	Total
168089	1	Year 1	\$6,850.00	\$6,850.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				
168089	1	Year 2	\$25,000.00	\$25,000.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				
168089	1	Year 3	\$25,000.00	\$25,000.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				
168089	1	Year 4	\$25,000.00	\$25,000.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**

Ben McCrary

**Email:**

bmccrary@esri.com

**Phone:**

704-541-9810 ext. 1666 x1666

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MCCRARYB

**This offer is limited to the terms and conditions incorporated and attached herein.**





## Quotation # Q-414810

Date: June 1, 2020

Customer # 195808 Contract #

Loxahatchee River Environmental  
Control District  
2500 Jupiter Park Dr  
Jupiter, FL 33458

ATTENTION: Joe Chung  
PHONE:  
EMAIL: joe.chung@lrecd.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 5/8/2020 To: 8/6/2020*

Subtotal:	\$81,850.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$81,850.00

\* Year 1 line item reflects pro-rated payment (6/22-9/30) to align with a 10/1 term renewal date.

\*\* Total EA term to run from 6/22/2020 through 9/30/2023.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Ben McCrary	<b>Email:</b> bmccrary@esri.com	<b>Phone:</b> 704-541-9810 ext. 1666 x1666
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

MCCRARYB

**This offer is limited to the terms and conditions incorporated and attached herein.**



**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



## SMALL ENTERPRISE AGREEMENT SMALL UTILITY (E215-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A**  
**List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical  
 Analyst, ArcGIS Publisher, ArcGIS Network  
 Analyst, ArcGIS Schematics, ArcGIS Workflow  
 Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup  
 (Advanced and Standard)  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical  
 Analyst, ArcGIS Network Analyst, ArcGIS  
 Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase  
 Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) Esri CityEngine Single Use Licenses  
 50 ArcGIS Online Viewers  
 50 ArcGIS Online Creators  
 10,000 ArcGIS Online Service Credits  
 50 ArcGIS Enterprise Creators  
 2 Insights in ArcGIS Enterprise  
 2 Insights in ArcGIS Online

**OTHER BENEFITS**

Number of Esri User Conference Registrations provided annually	<b>2</b>
Number of Tier 1 Help Desk Individuals authorized to call Esri	<b>3</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Self-Paced e-Learning	<b>Uncapped</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years and one hundred (100) days, June 22, 2020 - September 30, 2023

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

## SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)  
380 New York Street  
Redlands, CA 92373



**DATE:** April 29, 2020

**TO:** Whom It May Concern

**FROM:** Jackie Ricks, Esri Contracts and Legal Services

**RE: Sole Source Justification for Enterprise Agreement (EA)**

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Enterprise Agreements. While some products are available through value-added resellers on a unit priced basis, Esri is the only source that can grant a right to copy and deploy products in an Enterprise Agreement. An EA is a bundled package for licensing software, maintenance, and online services for redistribution within the organization. Esri products are provided with a special grant to copy and deploy specified quantities of capped items and unlimited quantities of items without a cap, during the term of the EA.

If you have further questions, please feel free to call me at our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks  
Contract Coordinator



Contracts & Legal Services Dept.  
380 New York Street  
Redlands, CA 92373  
Voice 909.793.2853 Ext. 1-1990  
[jricks@esri.com](mailto:jricks@esri.com)



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



TO: File  
Accounting Department

FROM: Hazel Figueroa, Purchasing Agent

DATE: June 12, 2020

SUBJECT: Sole Source Purchase Determination

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The following equipment or system has been determined to be a sole source purchase in accordance with the District Procurement Policy 2.06.03(1)(b):

I, Hazel Figueroa, as Purchasing Principal, have reviewed the requirements and specifications for the ESRI/Environmental Systems Research Institute, Inc. Small Utility Enterprise GIS Software License Agreement and have determined, after consideration of all available alternative materials and systems, that the specification of a sole material or system is justifiable. ESRI, Inc. is the sole proprietor of ArcGIS Software, applications, and professional services. ESRI, Inc. is the sole source provider of all U.S. domestic Enterprise Agreements.

---

Hazel M. Figueroa, CPPB  
Purchasing Agent



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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services

DATE: June 11, 2020

SUBJECT: Authorize Piggy-Back Contract for Main Lining Services

As part of the District's rehabilitation and replacement program we routinely use lining services which install a structural pipe liner within the existing gravity mains. This contract will allow for cleaning, TV inspection and lining services in the collection system for Lift Station 054.

We recommend that the District "piggy-back" on a contract awarded by the City of Orlando to Granite Inliner, Inc. (IFB16-0007) perform this work in accordance with their quote dated May 28, 2020, as summarized below.

Lift Station 054 Collection System	\$105,076.00
------------------------------------	--------------

Staff recommend the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the "piggyback" of the City of Orland Contract with Granite Inliner IFB16-0007 for main line rehabilitation services in the amount of \$105,076.00."**

**and**

**"THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$10,500.00."**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## PROPOSAL

**DATE:** May 28, 2019

**SUBMITTED TO:** Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458-8964  
**Attn: Mr. Joseph Jesteadt**

**PROJECT:** Pipe Lining - **GIS Map LS#54 Pinehill added repairs**  
*City of Orlando Contract - IFB 16-007 Sanitary Sewer Lining & Manhole Rehabilitation.*

We propose to furnish material and labor - complete in accordance with specifications below, for the sum of:

**One hundred five thousand seventy six dollars and 00/100 (\$105,076.00)**

**Payment terms - 100% within thirty (30) days upon completion and acceptance.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30)-days.

**We hereby submit specifications and estimates as follows:**

Granite Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

Item	DESCRIPTION	Qty	Unit	Price	Total
<b>Group I - Cleaning and TV inspection</b>					
2	Mobilization (No Rush, Over \$20k Job Assignment)	1	LS	\$ 1,950.00	\$ 1,950.00
6	Light Jet Cleaning for 8" through 12" pipe	2,494	LF	\$ 2.00	\$ 4,988.00
24	TV Inspection, Post-Cleaning for 8" through 12" pipe	2,494	LF	\$ 2.00	\$ 4,988.00
<b>Group II - Furnish &amp; Install CIPP Pipe Lining</b>					
42	Mobilization (No Rush, Over \$20k Job Assignment)	1	LS	\$ 3,000.00	\$ 3,000.00
51	8" pipe, for job sizes over 500 ft, 6 mm	2,494	LF	\$ 35.00	\$ 87,290.00
Quote	End Seals	22	EA	\$ 130.00	\$ 2,860.00
				<b>Total:</b>	<b>\$ 105,076.00</b>

**NOTES:**

1. Proposal based on pricing contained in contract between Granite Inliner, LLC and the City of Orlando, IFB16-007.
2. Inliner to be installed as per ASTM & manufacturer's specifications.
3. Unit price proposal, our Invoice and its payment shall be based on actual field measurements from center of structures.
4. This proposal is subject to pre-TV inspection by Granite Inliner, LLC indicating that line conditions are acceptable for the installation of the Inliner product / and the rehabilitation process.
5. The work and the prices quoted, do not include items not identified on the proposal. Point repairs, dewatering, bypass pumping or police officer pay is not anticipated or quoted.

Signature: \_\_\_\_\_

**John Rinehart, Area Manager**

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Granite Inliner

Job#: **TBD**

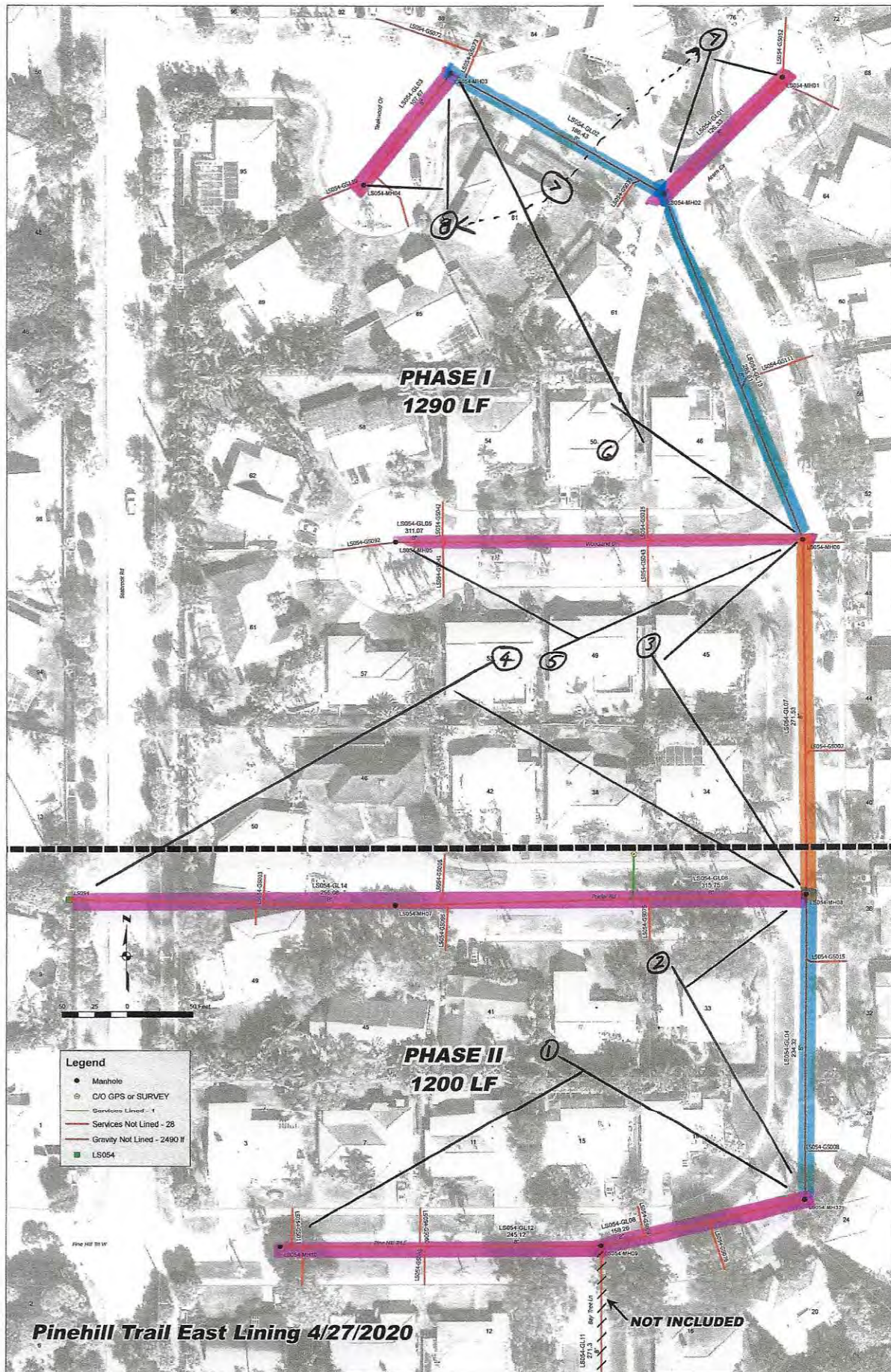
Name: **Loxahatchee**

Gravity Pipe Lining Repairs

Date: **5/28/20**

Item #	Req.	Section ID#	PS#	US MH	DS MH	Inv	Easement	Client Size	Client Est. Lat	Client Measure	Size Distribution			
											8"	12"	24"	
LS054 Pinehill Gravity System CIPP Lining														
1		LS054-GL03	54	4	-	3	---	8	1	107	107			
2		LS054-GL02	54	3	-	2	---	8	1	186	186			
3		LS054-GL13	54	2	-	6	---	8	1	285	285			
4		LS054-GL01	54	1	-	2	---	8	1	126	126			
5		LS054-GL05	54	5	-	6	---	8	4	311	311			
6		LS054-GL07	54	6	-	8	---	8	2	271	271			
7		LS054-GL12	54	10	-	9	---	8	4	245	245			
8		LS054-GL08	54	9	-	33	---	8	2	159	159			
9		LS054-GL04	54	33	-	8	---	8	2	234	234			
10		LS054-GL06	54	8	-	7	---	8	4	315	315			
11		LS054-GL14	54	7	-	LS #54	---	8	2	255	255			
							8	0	88	24	2,494	2,494	0	0







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D. Albrey Arrington, Ph.D., Executive Director



To: Governing Board  
From: Kara Peterson, Director of Finance and Administration  
Date: June 12, 2020  
Subject: Disposal of Fixed Assets

Whenever the District disposes of tangible personal property of a non-consumable nature, we are required by Florida Statutes to bring the matter to the attention of the governing body. Therefore, consistent with our procedures, I request your authorization to dispose of the item listed below:

Tag #	F/A #	Description	Date Recorded	Acquired Value	Book Value
N/A	TE0095-1	2010 Ford F150 Supercab	09/30/10	\$ 29,009	\$ -
<b>Total Assets to be Disposed</b>				<b>\$ 29,009</b>	<b>\$ -</b>

The item listed in the schedule above is no longer of use to the District and will be sold or scrapped.

If you have any questions, please feel free to contact me.

I offer the following motion for your approval:

**“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including fixed asset number TE0095-1 in the schedule above.”**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Change Orders

***No Change Orders are presented for Board consideration this month.***

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# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR  
DATE: JUNE 11, 2020  
SUBJECT: LRD-BWS LICENSE AGREEMENT DISCUSSION

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington", is written over the "FROM" line of the memorandum.

In February 2020, the Governing Board unanimously approved the following motion:

*“That the District Governing Board hereby declares its intention not to renew the current License Agreement with The Busch Wildlife Sanctuary, Inc. and approves sending the attached License Agreement Non-renewal Notice to The Busch Wildlife Sanctuary, Inc. Furthermore, the District Governing Board declares its interest to enter into a revised License Agreement with Busch Wildlife Sanctuary, Inc. with mutually acceptable terms should that be possible.”*

Since that time, Busch Wildlife Sanctuary and District staff have been working on drafting a new license agreement. We are nearing the point where it will be appropriate to bring the draft license agreement for LRD Board review, but before doing so it seems prudent to provide some historical context to the LRD-BWS relationship.

First, it should be noted that the agreement between LRD and BWS is a license agreement – not a lease. While my historical notes are not perfect, it appears we entered into a license agreement, and not a lease, in light of Attorney General Opinion 86-90, which is provided following this memo. In 1986, Curt Shenkman, acting on behalf of the Governing Board, requested an Attorney General Opinion (AGO) regarding the District’s authority to grant a long-term lease for surplus real property to a non-profit private organization (i.e., Jupiter Humane Society). In short, Florida Attorney General Jim Smith concluded *“the district’s governing board is not authorized by law to grant a long-term lease for surplus real property to a nonprofit private organization.”*

Following this Attorney General Opinion, the District declined to lease property to Jupiter Humane Society, and about twelve years later, in 1998, entered into a license agreement with Busch Wildlife Sanctuary (attached). Thus, it is worthwhile to consider some of the general characteristics of a license:

- A. A license is an agreement that gives the licensee permission to use the land only at the owner’s discretion. BWS does not have exclusive possession of the Premises. (Contrast: a lease is where the owner agrees to turn over exclusive possession of the property to a tenant for some period of time.)
- B. A license is for a limited term. The original 1998 license to BWS had a term of two (2) years (Section 3).
- C. A license is freely revocable or able to be terminated by the owner. The original 1998 license to BWS included a termination clause that did not include a financial penalty to the LRD (see Section 36).
- D. A license does not provide for protection for the licensee against interference by the licensor.
- E. A license provides limited opportunity for a licensee to cure a default. The original 1998 license to BWS included a limited cure provision (see Section 37).

- F. A tenant under a lease is generally not required to perform services. The original 1998 license to BWS included a list of services required to be provided by BWS (see Sections 12-18). These services represent quantifiable metrics that shows BWS helps LRD achieve its mission, which helps justify this license.

Palm Beach County has a standard form license agreement, an example is included following this memo, or the full version can be found here: <http://www.pbcgov.com/pubInf/Agenda/20180501/3H1.pdf>. It is worth reviewing the Palm Beach County license agreement to gain context of how another, somewhat more sophisticated, sister government structures their license agreements.

Because the District received a direct Attorney General Opinion that explicitly stated “*the district’s governing board is not authorized by law to grant a long-term lease for surplus real property to a nonprofit private organization.*”, it is my opinion that the District Governing Board should be particularly mindful not to enter into a long-term lease. Furthermore, the District should be careful in drafting a revised license agreement to make sure that the license agreement does not become nor is perceived as a lease.

This month I am not seeking any specific Board action, but I am seeking general Board discussion regarding the historical context of our license agreement with BWS. I will be interested to receive your feedback regarding the information provided above. Also, I will appreciate any feedback you might offer regarding specific concerns you may have with the current working draft of the LRD-BWS License Agreement. To facilitate discussion, I have provided the current, working draft of the LRD-BWS License Agreement.

Finally, I appreciate Mr. Shenkman’s active assistance with the development of this memorandum. Mr. Shenkman has been here throughout the entire lifecycle of the LRD-BWS license agreements, and he has provided much needed historical perspective and legal insight.

## Florida Attorney General Advisory Legal Opinion

Number: AGO 86-90

Date: October 20, 1986

Subject: control district, authority to grant long term lease

---

Mr. Curtis L. Shenkman  
Attorney  
Loxahatchee River Environmental Control District  
11891 U.S. Highway One  
Post Office Drawer 14127  
North Palm Beach, Florida 33408-2893

RE: SPECIAL DISTRICTS--Long-term lease of surplus real property to  
nonprofit private organization unauthorized

Dear Mr. Shenkman:

This is in response to your request for an opinion on substantially the  
following question:

Is the governing board of the Loxahatchee River Environmental Control  
District authorized by law to grant a long-term lease for surplus real  
property to a non-profit private organization?

According to your inquiry and supplemental materials, the governing board  
of the Loxahatchee River Environmental Control District is considering the  
long-term lease of a parcel of surplus real property which it owns to the  
Jupiter Humane Society, a nonprofit private organization which would use  
the property for the construction and operation of an animal shelter. In  
view of certain provisions of the enabling legislation which established  
the district and granted certain powers to the district's governing board,  
and in further view of certain other provisions of general law, you have  
asked whether the proposed lease is within the authority of the governing  
board to grant.

The Loxahatchee River Environmental Control District was established by  
Ch. 71-822, Laws of Florida, the "Loxahatchee River environmental control  
act," which also created a board of five members to be known and  
designated as the governing board of the Loxahatchee River Environmental  
Control District. As amended by Chs. 75-475, 76-429, 76-431, 78-559 and  
78-561, Laws of Florida, the act authorizes the governing board to  
exercise certain powers and duties with regard to sewage disposal, solid  
waste management, discharge of storm drainage, and water supply drainage  
and water supply within the district. Section 6(18) of Ch. 71-822, *supra*,  
as amended, provides that the district acting through the board shall have  
the power

"[t]o acquire by purchase, gift or condemnation in accordance with the provisions of chapters 73 and 74, Florida Statutes, such lands and rights and interest therein, including lands under water and riparian rights; and to acquire such personal property as it may deem necessary in connection with the construction, reconstruction, improvement, extension, installation, erection or operation and maintenance of any system and to hold and dispose of such real and personal property, including but not limited to systems owned and operated by municipalities and counties."

This general grant of the power to acquire, hold and dispose of real property must be read together with the specific terms of s. 13 of Ch. 71-822, Laws of Florida, as amended, providing as follows:

"The board shall have the power to transfer, sell, or assign any of the property of the district which it finds is not needed to carry out the purposes of this act to any other governmental agency at whatever terms it deems reasonable." (e.s.)

See *Villery v. Florida Parole and Probation Commission*, 396 So.2d 1107 (Fla. 1980) (court must give full effect to all statutory provisions and construe related statutory provisions in harmony with one another); *State ex rel. City of Casselberry v. Mager*, 356 So.2d 267 (Fla. 1978) (statute should be interpreted to give effect to every clause in it and to accord meaning and harmony to all of its parts). See also *Woodgate Development Corporation v. Hamilton Investment Trust*, 351 So.2d 14 (Fla. 1977) (where possible, court's duty is to adopt construction of statutory provisions which harmonize and reconcile provisions of same act). A specific provision of a statute should be regarded as an exception to the general, broader provision so that both may be given effect. See AGO 83-15; 82 C.J.S. *Statutes* s. 347(b). Cf. AGO 73-250 (specific provisions in body of act clearly expressing legislative intent control over a clause in act that conflicts with such intent). Accordingly, I am of the view that the specific provisions of s. 13 of Ch. 71-822, Laws of Florida, as amended, authorizing transfer, sale or assignment of property of the Loxahatchee River Environmental Control District to any other governmental agency operate as an exception to or a limitation upon the more general authority to dispose of property granted the district's governing board in s. 6(18) of Ch. 71-822, *supra*.

It is clear that statutory entities such as special districts possess only such powers and authority as have been expressly granted by law or necessarily implied therefrom in order to carry out an expressly granted power. See *Forbes Pioneer Boat Line v. Board of Commissioners of Everglades Drainage District*, 82 So. 346 (Fla. 1919); AGO's 85-65, 84-40, 82-89, 76-200 and 73-374. Thus, to the extent that the more specific provisions of s. 13 of Ch. 71-822, Laws of Florida, as amended, authorize the transfer, sale or assignment of property of the Loxahatchee River Environmental Control District not needed to carry out the purposes of the act to other governmental agencies, I am unable to conclude that the district's governing board is authorized by law to grant a long-term lease for surplus real property to a nonprofit private organization. See *Alsop v. Pierce*, 19 So.2d 799 (Fla. 1944) (express statutory direction as to the manner of doing a thing is implied prohibition of its being done in any contrary manner). See also *Orr v. Trask*, 464 So.2d 131 (Fla. 1985); *Dobbs*

v. Sea Isle Hotel, 56 So.2d 341 (Fla. 1952) (express statutory mention of certain things is implied exclusion of things not mentioned--*expressio unius est exclusio alterius*).

You have directed my attention to certain other provisions of Ch. 71-822, Laws of Florida, as amended, which, according to supplementary materials attached to your inquiry, "could be stretched to allow lease of real property to private entities." See, e.g., s. 6(6) of Ch. 71-822, *supra*, as amended by Ch. 78-559, Laws of Florida (authority "[t]o enter into contracts with . . . any . . . private corporation . . . for other purposes necessary and proper to effectuate this act"); s. 14 of Ch. 71-822, *supra* ("provisions of this act shall be liberally construed to effect its purposes"). However, in view of the express and specific terms of s. 13 of Ch. 71-822, as amended, and based upon my examination of these and other provisions of Ch. 71-822, as amended, I am unable to conclude that any such provisions operate to authorize the governing board of the Loxahatchee River Environmental Control District to disregard the specific provisions of s. 13 by granting a long-term lease for surplus real property to a nonprofit private organization.

See *Green v. Galvin*, 114 So.2d 187 (1 D.C.A. Fla., 1959), *cert. denied*, 116 So.2d 775 (Fla. 1959), *appeal dismissed*, 117 So.2d 844 (Fla. 1960) (public official cannot do indirectly that which he is prohibited from doing directly). *Cf. Molwin Investment Company v. Turner*, 167 So. 33 (Fla. 1936) (implied authority may not warrant exercise of substantive power not conferred). Moreover, if there is a reasonable doubt as to the lawful existence of a particular power sought to be exercised by an administrative agency, the exercise of such power should be arrested. See *Edgerton v. International Company*, 89 So.2d 488 (Fla. 1956).

Finally, you have directed my attention to the Local Government Comprehensive Planning and Land Development Regulation Act, Part II, Ch. 163, F.S., and have questioned whether any provision of this general law operates to overcome a lack of authority under the enabling legislation to lease district property to a nonprofit private organization or to modify the powers of the governing board of the Loxahatchee River Environmental Control District as to the use and development of land within the district's jurisdiction and under the district's ownership so as to permit such lease. However, it is well-established that a special act controls over a general law in the absence of a manifest intention evident in the general law to repeal or supersede an earlier enacted special law. See *Rowe v. Pinellas Sports Authority*, 461 So.2d 72 (Fla. 1984); *Loxahatchee River Environmental Control District v. Mann*, 403 So.2d 363 (Fla. 1981); *Adams v. Culver*, 111 So.2d 665 (Fla. 1959). I perceive no such manifest intention in the provisions of Part II of Ch. 163 to repeal or supersede the express and specific provisions of s. 13 of Ch. 71-822, Laws of Florida, as amended, nor do I perceive any conflict or inconsistency between such provisions. Moreover, even if such conflict or inconsistency existed, a special grant of power or a special act of the Legislature generally takes precedence over a general grant or law on the same subject. *Harley v. Board of Public Instruction of Duval County*, 103 So.2d 111 (Fla. 1958); *City of St. Petersburg v. Carter*, 39 So.2d 804 (Fla. 1949). Accordingly, I am unable to conclude that any provision of the Local Government Comprehensive Planning and Land Development Regulation

Act, Part II, Ch. 163, operates to overcome a lack of authority under Ch. 71-822, *supra*, to lease district property to a nonprofit private organization or to modify the powers of the governing board of the Loxahatchee River Environmental Control District as to the use and development of land within the district's jurisdiction and under the district's ownership so as to permit such lease.

Therefore, unless and until legislatively or judicially determined otherwise, it is my opinion that, in light of the specific grant of authority in s. 13 of Ch. 71-822, Laws of Florida, as amended, to the governing board of the Loxahatchee River Environmental Control District to transfer, sell, or assign district property which it finds is not needed to carry out the purposes of the act to other governmental agencies, the district's governing board is not authorized by law to grant a long-term lease for surplus real property to a nonprofit private organization.

Sincerely,

Jim Smith  
Attorney General

Prepared by:

Kent L. Weissinger  
Assistant Attorney General



LRD\PROPERTY\Busch\Wildlife.LS2 2-24-98

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this 15<sup>th</sup> day of MARCH, 1998, between the Loxahatchee River Environmental Control District, ("District") having an office located at 2500 Jupiter Park Drive, Jupiter, Florida 33458; and **THE BUSCH WILDLIFE SANCTUARY, INC., a Florida Corporation**, ("Busch") having an office at 17032 130th Avenue North, Jupiter, FL 33478.

RECITALS. WHEREAS, Busch is a provider of environmental education and enhancement facilities and services and wishes to locate its facilities in a building to be constructed and owned by the District. The District wishes to enhance its environmental education facilities and services in connection with its utility operations and for District purposes, consistent with Chapter 71-822, Laws of Florida, as amended. The Parties wish to enter into this LICENSE Agreement for the District's property for environmental education facilities and services.

NOW THEREFORE IN CONSIDERATION OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the parties agree as follows:

### I. SPECIFIC LICENSE TERMS AND CONDITIONS:

1. Busch has no obligation for the cost of constructing the Building to be known as the "Otter Creek Building" or "Building" or "Premises".
2. Provided the Otter Creek Building is completed, the District will license the Otter Creek Building to Busch for \$10.00 per year.
3. The initial period of the license will be two (2) years commencing from the date of the Certificate of Occupancy, with three one (1) year renewals upon the same terms and conditions. The parties agree it is their good faith intention to consider negotiating an extension beyond the initial five (5) years of this License if it is in the mutual best interests of the parties as of the end of said five years.
4. The license renewals and extension must be exercised at least ninety (90) days before the commencement of a renewal term or extension.
5. Busch will pay the salary and overhead of Busch personnel directly associated with the operations at Otter Creek.
6. Busch will provide and pay for the insurance for the operations of Busch.
7. Busch will pay an additional \$200.00 per month toward the power, water and sewer utility bills for the Building and operations, and pay for its own telephone and other utilities as used by Busch.
8. Busch will pay for all of Busch's operating supplies and expenses at Otter Creek.
9. Busch will maintain the Building and grounds and pay for all minor repairs up to \$250.00 per item per repair. The District will be in control of the structural repairs to the Building.





## 1998 LRD-BWS License Agreement p2

10. Busch will be responsible for security to the Building and ancillary structures that house the wildlife of Busch.
11. Busch will indemnify the District against all claims of liability resulting from its uses and operations at Otter Creek.
12. Busch will provide a minimum 100 days of classroom instruction at Otter Creek during the school year.
13. Busch will provide a minimum six (6) week summer program based at Otter Creek for at least 20 students a session.
14. Busch will allow the District and the Friends to have access to the Building at all times and may use the Building for functions, which use will not conflict with the operations of Busch.
15. Busch and District agree to support one another in the applications for grants relative to Otter Creek.
16. All grants specific to the Busch operations at Otter Creek shall be mutually agreed upon by the Executive Director of the District and the Executive Director of Busch.
17. Busch will be responsible for and receive all net revenue from the sale of products and services specific to Busch.
18. Busch will market products of District and the Friends of the Loxahatchee River and will pay District and the Friends the net revenue received from such products.

## II. GENERAL LICENSE TERMS AND CONDITIONS:

19. **PREMISES AND USE.** The location and description of the Premises is shown on **Exhibit A**. The Premises will be used by Busch for the purpose of environmental education, animal sanctuary, and the other uses currently conducted by Busch (the "Uses"). The parties both acknowledge and agree that the District and the Friends may also utilize the Premises and Improvements as needed by the District at no rental cost to the District or Friends, subject to the operational limitations of the Improvements, which use will not conflict with the operations of Busch.
20. **TERM.** The Term of this Agreement (the "Initial Term") shall commence on the date of the Certificate of Occupancy for the Building and shall run for a period of **two (2) years**, with three one (1) year renewals upon the same terms and conditions. In the event the Building is not completed, this License Agreement shall be considered null and void upon notice to Busch by the District.
21. **RENT.** Rent will commence on the date of the Certificate of Occupancy and shall be paid in advance for each year of the Initial Term and the Renewal Term(s).
22. **Design and Placement of Improvements.** From time to time hereafter, the District and Busch shall mutually agree on the design and placement of any Improvements on the Premises to be made by Busch (the "Improvements"). Busch shall give the District four (4) sets of plans and specifications ("Plans") showing the proposed design of the Improvements. The Plans will include a survey and legal description showing where the Improvements will


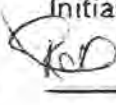
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be constructed and installed at the Premises. Busch will pay for the Plans and the Survey. The District has thirty (30) working days after receipt of the Plans to review and approve them or to request reasonable modifications to the Plans. Busch shall accommodate all reasonable requests by the District, including aesthetics and location of the Improvements on the Premises. The District will grant or deny its final approval of the Plans in writing within thirty (30) working days after Busch submits revised Plans reflecting modifications requested by the District. The District grants to Busch, its agents, employees and independent contractors, the right to enter upon the Site at all reasonable hours to perform field-work necessary to complete the Plans, so long as the District has (24) hours prior written notice of the same and such party has necessary insurance required by the District naming the District as an additional insured. Busch acknowledges the District has the right at all times to install the District's equipment and improvements in, upon, above, underneath, around, and at the Premises, subject to the operational limitations of Busch's Improvements.

**23. Construction of Improvements.** After Busch and the District agree on the Plans, Busch will apply for and obtain all permits or other approvals, including but not limited to zoning, required by state law and local laws, rules, regulations, ordinances (the "Approvals") as a condition for the construction of the Improvements. The District will reasonably cooperate with and assist Busch in obtaining the Approvals. The District will promptly sign all applications and other papers which must be signed by the owner of the Site in order for Busch to obtain the Approvals. Busch will pay all costs of obtaining the Approvals, and all costs of constructing and installing the Improvements. Busch shall obtain both a payment and performance bond in accordance with Florida Statutes 255.05 et. al., for all work performed at the Site estimated by the District to be in excess of \$5000.00. Busch shall construct the Improvements in a good and workmanlike manner, and will comply with all applicable Federal, State and other governments, local laws, rules, regulations, ordinances and requirements. Busch shall make every effort to avoid interfering with the District's operations and activities at the Site. If Busch needs to undertake construction activities which are likely to cause high levels of noise, dust, or other hazardous conditions at the Site, Busch will give the District advance notice of a minimum of fourteen (14) days of the construction activities so that the District can give appropriate notices and information to personnel at the Site and other concerned parties. The District grants Busch a temporary easement over the Site for ingress, egress, access, equipment, storage, vehicle parking, and other construction-related activities during normal business hours at a mutually agreed upon location. The temporary easement will automatically terminate when Busch completes construction and installation of the Improvements and removes all of its construction equipment and personnel from the Site.

**24. NO CONSTRUCTION LIENS.** In accordance with Florida Statutes 713.10, neither the Busch nor anyone claiming through the Busch shall have the right to file construction liens or any other kind of lien on the Site or Premises and the filing of this notice under the LICENSE constitutes notice that such liens are invalid. Further, Busch agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services

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## 1998 LRD-BWS License Agreement p4

that such liens will not be valid. Busch simultaneously herewith signs the Notice attached hereto and made a part hereof and agrees the Notice will be recorded in the Public records of Palm Beach County by the District.

25. **TAXES & UTILITIES.** Busch shall be responsible for the payment of all taxes (real and personal) arising from its use of the Improvements on the Premises and Busch's use of the Premises. Busch agrees to pay sales tax on its rental payments. Busch may obtain a Consumer Certificate of Exemption under Florida Administrative Code Rule 12A-1.038. As used herein, the term "sales tax" shall mean all taxes, levies and/or assessments imposed or collected by any governmental authority with respect to the rent required to be paid hereunder, whether now or hereafter imposed or collected, excluding however, Federal or State income tax payable by the District on account of the rent.
26. **ASSIGNMENT/SUBLICENSE.** Busch shall not assign or transfer this Agreement without the prior written consent of District, which consent may be withheld in the sole discretion of the District; provided, however, Busch may assign without District's prior written consent to any party controlling, controlled by or under common control with Busch or to any party which acquires substantially all of the assets of Busch. Busch shall not assign or sublicense or share its space with any third party under any circumstances.
27. **MAINTENANCE OF PREMISES & IMPROVEMENTS.** Busch shall be 100% responsible for the maintenance, upkeep, operation, repair and replacement of the Improvements in good working order and in safe condition at Busch's expense, less ordinary wear and tear. Busch shall be 100% responsible for the maintenance, upkeep, operation, MINOR repair and MINOR replacement of the Premises in good working order and in safe condition at Busch's expense, less ordinary wear and tear. "MINOR" is defined as up to \$250.00 per item per repair. Annually on the anniversary date of the LICENSE, Busch shall provide District with an Inspection Report on the Premises and Improvements detailing the condition of the same, in a form acceptable to the District.
28. **INSURANCE AND INDEMNITY.** Busch shall procure and maintain a public liability policy, with limits of \$1,000,000.00 for bodily injury, \$1,000,000.00 for property damage, \$2,000,000.00 aggregate, with a certificate of insurance to be furnished to District before Busch shall undertake any Improvements or Occupy the Premises. Such policies shall name the District as an additional insured and provide that cancellation will not occur without at least fifteen (15) days prior written notice to the District. Busch agrees to indemnify, save harmless, and defend District, its directors, officers, employees, and agents, from and against any and all claims, actions, damages, liability and expense (including reasonable attorney's fees and costs) arising from or out of the use and/or occupancy of the Building, the Premises, and the Improvements. Busch agrees to indemnify, save, defend and hold harmless the District against loss or expense arising from Busch's operations by reason of the liability imposed upon the District for damage because of: a) bodily injuries, including death, at any time resulting therefrom sustained by any person or persons, or b) damage to property, or c) the employees of Busch's death or disability. This paragraph survives the expiration or termination of this LICENSE.

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## 1998 LRD-BWS License Agreement p5

29. **NOTICES.** All notices must be in writing to the address set forth above, and are effective when sent by: (a) hand delivery, (b) overnight delivery, (c) certified mail, return receipt requested, (d) telephone facsimile transmission as long as a record of the receipt of the transmission is retained by the sending party and as long as an original of the notice is mailed to the receiving party, or (e) as otherwise provided by law.

30. **REMOVAL &/OR CLAIMING IMPROVEMENTS.** Upon termination or expiration of this Agreement, Busch shall remove its Improvements at Busch's expense, except the those Improvements which shall, at the option of the District, become District property. Should District decline to claim certain of the Improvements, Busch shall remove the unclaimed Improvements at Busch's sole expense. Busch shall restore the Premises to the condition existing at the time of the Certificate of Occupancy for the Building, except for ordinary wear and tear, within thirty (30) days of the expiration or termination of this Agreement. In the event there is a failure to timely remove the Improvements or restore the Premises, District shall have the right to remove such Improvements and restore the Premises and Busch agrees to be directly responsible for the costs of such removal and restoration. This paragraph survives the expiration or termination of this LICENSE.

31. **RELOCATION.** The District shall have the right to relocate the operations of Busch and Busch's Improvements to an alternate location on the District's property and/or space within a building situated on the District's property; provided however that such relocation will (1) be at the District's expense, (2) be performed by the District or its agents, (3) not result in an interruption of over sixty (60) days in the service provided by Busch on and from the District's property, (4) be done in accordance with the terms and conditions in paragraphs 31.1 and 31.2 below. In the event of Relocation, the District hereby agrees with Busch, to refrain from carrying on or engaging in an operation similar to Busch at the Otter Creek Building within a reasonably limited time of five (5) years from the commencement of this Agreement, so long as Busch conducts a similar operation within the District.

31.1 **Relocation Notice.** District will exercise its relocation rights by delivering written notice (the "Notice") to Busch. In the Notice, District will propose an alternate site on District's property on which Busch may relocate its Improvements. Busch will have thirty (30) days from the date it receives the Notice to evaluate District's proposed relocation site. If Busch fails to disapprove of such proposed relocation site in writing within said 30 day period, then Busch shall be deemed to have approved such proposed relocation site. If Busch disapproves such relocation site, then District may thereafter propose another relocation site by Notice to Busch in the manner set forth above. In the event the District and Busch cannot agree upon a relocation site, then either party may give ninety (90) days written notice to the other of the termination of this Agreement. Any relocation site which the District and Busch agree upon in writing is referred to hereinafter as the "Relocation Site". Busch shall have a period of sixty (60) days after the execution of a written agreement between the parties concerning the location of the Relocation Site to relocate its Improvements to the Relocation Site.

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## 1998 LRD-BWS License Agreement p6

35.2 **Survey of Relocation Site.** Upon relocation of the Improvements, or any part thereof, to the Relocation Site, all references to the Premises in the Agreement will be deemed to be references to the Relocation Site. District and Busch hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of Busch, and such survey then shall replace Exhibit A and become a part hereof and will control or describe the Premises. Except as expressly provided in this paragraph, in no event will the relocation of the Improvements, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of the LICENSE Agreement.

36. **TERMINATION.** Busch may terminate this Agreement at any time by notice to District without further liability if Busch does not obtain all approvals (collectively "Approval") required from any governmental authority to operate on the Premises and the Improvements, or if any such Approval is canceled, expires or is withdrawn or terminated outside of the control of Busch, or if District does not have authority to enter into this Agreement. District may terminate this Agreement at any time by notice to Busch without further liability if the Use of the Premises and/or Improvements is determined by the governing authority to be detrimental to the public health or outside the proper authority of the District to allow the Use on the Premises. Additionally, either party may terminate this Agreement by providing written notice to the other of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Date.

37. **DEFAULT.** If Busch is in default under this Agreement for a period of ten (10) days following receipt of notice from the District with respect to a default which may be cured solely by the payment of money, or if either party is in default under this Agreement for a period of thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, this Agreement may, at the option of the District, be terminated and the District shall be entitled to possession of the Premises.

38. **HAZARDOUS SUBSTANCES.** Busch shall not allow any substance, chemical or waste on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Busch shall immediately remove, remediate and clean up any such substance on the Premises.

39. **Independent Contractor.** It is understood and agreed that Busch is an independent contractor, and not an agent or employee of the District. In connection with Busch's operations and Improvements, Busch shall at its own expense: provide for all labor, supplies, tools and equipment to perform its operations; procure all necessary licenses, certificates and permits required in the performance of the operations; Pay all payroll, unemployment and Social Security taxes, sales and use taxes, and all other taxes or charges; Busch agrees and covenants to be exclusively liable for payroll taxes, and contributions under Federal, City, County and State laws, measured by amounts paid to Busch, Busch's employees, and the employee of any sub-contractor engaged by Busch, and to hold harmless, save and defend the District free from payment of any such taxes and contributions.

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## 1998 LRD-BWS License Agreement p7

40. **RESTRICTIVE COVENANT.** Busch, as an independent contractor of the District, as an inducement for the District undertaking the significant capital expenditure of funds for the construction of the Otter Creek Building, hereby agrees with the District, to refrain (i) from carrying on or engaging in a similar operation; and (ii) from moving to another location within a reasonably limited time of **five (5) years** from the commencement of this Agreement and a reasonably limited area of **within fifteen miles** of the Premises, so long as the District has available the Premises for occupancy by Busch. Provided however, Busch may commence another operation complimentary with the Busch operation at the District (and not competitive therewith as determined by the District), after prior written approval of the District). This covenant shall be enforced by injunction by a court of competent jurisdiction in accordance with Section 542.33(2)(a), Florida Statutes (1995).

41. **Other Standard Provisions:**

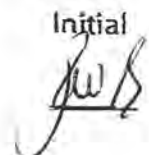

41.1 **Binding Effect; Time.** This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Time is of the essence in this Agreement.

41.2 **Governing Law.** This Agreement is governed by the laws of the State of Florida without application of conflict of law principles. Venue for any legal proceedings and lawsuits brought to enforce this Agreement shall be Palm Beach County, Florida.

41.3 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior written and verbal Agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. District and Busch have participated fully in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be more strictly construed against either party.

41.4 **Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

41.5 **Attorneys Fees.** The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of the Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party. This paragraph survives the expiration or termination of this LICENSE.

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## 1998 LRD-BWS License Agreement p8

41.6 **Radon Gas.** Florida Law requires the following statement in an Agreement for the use of a Building: Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

IN WITNESS THEREOF, the parties have executed this Agreement the dates set forth below.

Witnesses:

Cheryl B. MacL  
David E. Hitzig

Clark R. Hesh  
Mary S. Riddle

THE BUSCH WILDLIFE SANCTUARY, INC  
a Florida Corporation

Peter W. Busch  
By: Peter W. Busch

Its: Chairman/Founder

Tax No.: 59-2379003

Date: 3/15/98

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

Richard Dent  
By: Richard Dent

Its: Executive Director

Date: 3/20/98

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**STANDARD LICENSE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into March 8/2018, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and USNSCC Region 6-5, Inc., hereinafter referred to as "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and hereinafter defined.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

**1. Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement

7. **Non-Discrimination**

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin,

ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by

personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

Palm Beach County  
Attn: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Fax: (561) 355-6461

(b) If to the Licensee at:

USNSCC Region 6-5, Inc.  
6963 Wilson Rd  
West Palm Beach, FL 33413

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

22. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

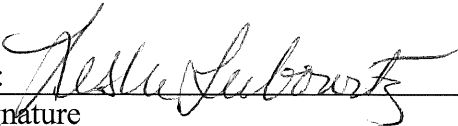
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

(Space left blank intentionally)

**IN WITNESS WHEREOF**, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

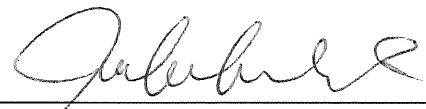
**WITNESS:**

**LICENSEE:**

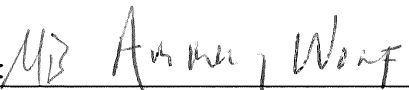
By:   
Signature

By:   
Signature

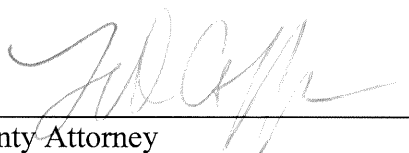
Leslie Leibowitz  
Printed Name

  
Jeff Leibowitz, LCDR – President  
USNSCC Region 6-5, Inc.

**PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida**

By:   
Director, Facilities Development & Operations

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
County Attorney



April 30, 2020

## Restated LICENSE AGREEMENT

THIS Restated LICENSE AGREEMENT, dated as of \_\_\_\_\_, 2020 is to amend and restate the LICENSE AGREEMENT dated August 11, 2011, between the Loxahatchee River Environmental Control District, ("LRD") having an office located at 2500 Jupiter Park Drive, Jupiter, Florida 33458; and THE BUSCH WILDLIFE SANCTUARY, INC., a Florida Corporation, ("Busch") having an office at 2500 Jupiter Park Drive, Jupiter, FL 33458.

### RECITALS.

WHEREAS, Busch is a not for profit corporation dedicated to the protection and conservation of Florida's wildlife and natural resources, and a provider of environmental education programs and wildlife rehabilitation and management services; and

WHEREAS, the LRD is a multicounty, independent special district of the State of Florida, whose mission is to protect public health and preserve the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship; and

WHEREAS, the LRD owns certain real property located at 2500 Jupiter Park Drive, Jupiter, FL 33458 (Palm Beach County Parcel Control Number 00-42-41-10-00-000-3000) consisting of approximately 185 acres; and

WHEREAS, the LRD views Busch as a strategic partner in the furtherance of LRD's mission; and

WHEREAS, the LRD and Busch have enjoyed a long and prosperous collaboration with Busch co-located on LRD's property at 2500 Jupiter Park Drive since the first License Agreement executed on March 15, 1998.

The parties therefore agree as follows:

### **I. SPECIFIC LICENSE TERMS AND CONDITIONS:**

1. The LRD as owner of the real property at 2500 Jupiter Park Drive, licenses the Discovery Center, Wildlife Hospital, Welcome Center, Snake House (and associated public restrooms), Panther Night House, Bear Night House, and grounds, as generally described and presented in Exhibit A, to Busch for \$10.00 per year. Notwithstanding the general location of LRD property proposed for the Busch Wildlife Sanctuary operation as shown in Exhibit A, a condition of this license is the agreement by Busch of the existence of LRD underground utility lines and infrastructure and potential need for future underground and above ground utility lines and infrastructure which shall be allowed at all times within the boundaries subject to this agreement.

2. This License Agreement will commence on June 1, 2020 (the "Commencement Date"). The Term of the License Agreement is ELEVEN (11) years from June 1, 2020 to May 31, 2031. On June 1 of each year the Agreement will automatically be extended for one (1) additional year unless written notice is provided by either party that it is not extending beyond the remaining term of the Agreement. Prior to execution and yearly renewal of the lease agreement in the sole and absolute discretion of the LRD, BWS will provide an assessment of BWS financial viability to operate for the full duration of the agreement including adequate reserves.

3. Busch will pay the salary and overhead of Busch personnel directly associated with the operations at Busch Wildlife Sanctuary.

4. The Irrigation Quality Water Agreement dated November 19, 2010 between the LRD

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and Busch is incorporated herein by reference.

5. Busch will be responsible for all separately metered electric utility bills for Busch Wildlife Sanctuary operations, and pay for its own telephone services, and solid waste service (garbage and recycling). Wastewater utility service is considered included in the lease payment terms and will continue to be provided by the LRD. Potable water, in the amount of 1,604,633 gallons per year (October 1 through September 30), is considered included in the lease payment terms and will continue to be provided by the LRD. Busch shall reimburse the LRD for potable water use in excess of 1,604,663 gallons per year at the Town of Jupiter usage rates and charges in existence at the time the LRD bills Busch for the excess annual potable water use. At Busch's request, LRD will provide potable water meter readings to designated Busch staff.

6. Busch will pay for all operating supplies and expenses at the Busch Wildlife Sanctuary. Notwithstanding, the LRD will provide Busch with up to a \$125.00 per month allowance credit for LRD warehouse paper supplies to be used in the Public Restrooms and other supplies as authorized by the LRD's Executive Director.

7. Busch will be responsible for security to the Wildlife Hospital, Discovery Center, Busch Trailer, Welcome Center, Panther Night House, Bear Night House, Snake House (and associated public restrooms), and ancillary structures and facilities utilized by Busch.

8. Busch will indemnify, defend and hold harmless the LRD against all claims of liability resulting from its uses and operations.

9. Busch will operate the Busch Wildlife Sanctuary as an open to the public facility for a minimum of 260 days per calendar year to provide interpretive tours and educational opportunities. Should Busch choose to charge a general admission fee, such fees shall be mutually agreed upon by LRD and Busch. Busch reserves the right to set the fees for special events, activities, tours, classes, and other approved uses as generally described in Exhibit B.

10. Busch will offer a minimum of 100 days of educational instruction to students at the Busch Wildlife Sanctuary during the school year that comport with the mission and vision of LRD.

11. Busch will provide a minimum of 32 days of summer educational programming based at the Busch Wildlife Sanctuary that comport with the mission and vision of LRD.

12. Busch shall pursue opportunities to recognize the partnership between Busch Wildlife Sanctuary and the LRD, as set forth in paragraphs 12.1 and 12.2 below.

12.1 Within the boundaries of the LRD as defined by the legislature, Busch will endeavor to ensure that all printed and text materials including but not necessarily limited to letterhead, site signage, brochures, interpretive flyers and maps, advertisements, notices, mailers, banners, remote exhibition signage, web sites, etc., incorporate the logo of the LRD where practical and operate under the name: "Busch Wildlife Sanctuary at Loxahatchee River District".

12.2 Busch shall endeavor, where practical, to incorporate into the Busch Wildlife Sanctuary interpretative tours, educational programs and lesson plans, the mission and accomplishments of the LRD including sewer & I.Q. Water Reuse, WildPine Laboratory research & monitoring projects, and preservation initiatives. Within the boundaries of the LRD as defined by the legislature, Busch agrees it shall operate in partnership with the LRD's environmental outreach program.

13. Busch will allow the LRD to have access to the Busch Wildlife Sanctuary and use of the facilities for special functions/events, provided such use is mutually agreed upon and that the specified function/event will not conflict with the operations of Busch Wildlife

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Sanctuary. Busch agrees to actively participate, at no additional charge to the LRD unless otherwise mutually arranged, in such functions/events designated by the LRD, up to eight (8) times a calendar year. Such activities may include, but not necessarily be limited to, symposiums, and other events sponsored by the LRD. Additionally, the LRD extends the same courtesy to Busch, and agrees to allow Busch use of the LRD's Board Room and/or River Center facilities, provided such use is mutually agreed upon and that the specified function/event will not conflict with the operations of LRD and/or River Center.

14. Busch and LRD agree to support one another in the applications for grants relative to the Busch Wildlife Sanctuary and/or the LRD. Busch agrees to pursue grants for the Busch Wildlife Sanctuary and if grants are obtained specifically for the Busch Wildlife Sanctuary at Loxahatchee River District, said grants must be utilized for said purpose.

15. All grant applications specific to the development of the Busch Wildlife Sanctuary facilities shall be mutually agreed upon by the Executive Director of the LRD and the Executive Director of Busch.

16. Busch will be responsible for and receive all net revenue from the sale of products and services specific to Busch Wildlife Sanctuary.

17. Busch shall draft and maintain an Animal Escape Policy, approved by the Busch Board, and shall furnish an approved copy to the LRD. When an animal escapes, BWS shall notify the LRD emergency phone (561-747-5708) and the Executive Director's cell phone. Based upon these emergency notifications, Busch shall have unfettered access to the entire LRD property to respond to a code red or code yellow animal escape event.

18. By May 1<sup>st</sup> of each year, Busch shall provide to the LRD Executive Director an annual hurricane preparedness plan for the Busch Wildlife Sanctuary facilities and operations.

19. Busch shall provide the LRD with access to the Busch Wildlife Sanctuary, Inc. annual budget, capital depreciation schedule, and audited financial statements, which include a Statement of Financial Position (Balance Sheet); Statement of Activities and Change in Net Assets (Profit and loss statement); Statement of Functional Expenses; Statement of Cash Flow; Notes to the Financial Statements; Independent Auditors Opinion; and if available the Schedule of Findings and Questioned Costs and Schedule of Expenditures of Federal Awards or State Financial Assistance

20. Busch shall provide a quarterly written summary and verbal report on its activities to the LRD Governing Board at a Governing Board meeting.

21. One member of the LRD Governing Board, or their designate, shall have rights to be a formal voting member on the Busch Wildlife Sanctuary Board of Directors, providing that such position, or particular vote of the Busch Board does not create a conflict of interest for either party. Busch hereby waives any claim for conflict of interest as to the member of the LRD Governing Board, or their designate, arising solely out of being a member of the Busch Board of Directors. Busch shall comply with its Bylaws adopted September 6, 2017 and amended June 25, 2019, ("Bylaws") incorporated herein by reference, and shall not materially revise the Bylaws to be inconsistent with this Agreement. A written summary of all Busch Board meetings shall be provided to the LRD Executive Director within thirty (30) days after the Busch Board meeting. The Busch Board agrees it shall attend Joint Workshop meetings with the LRD Governing Board, as mutually agreed to by both boards, on an annual basis.

22. Busch and the LRD shall hold joint meetings of Senior Staff at least quarterly. Such meetings may consist of a walking tour of Busch facilities and discussion of any ongoing issues and upcoming opportunities. Either Senior Staff may request a more formal meeting with a proposed agenda, date, and time. The intent of these meetings is to foster strategic discussions and coordination on current and future projects, activities, and operations that

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may affect either party, identify areas for improved coordination, and resolve issues. It is not the intent of these regular meetings to prevent any 'as needed' communications.

23. Busch staff shall remain in publicly accessible portions of LRD's property or the Busch license agreement grounds generally described in Exhibit A. If Busch needs to access LRD property in an emergency, Busch staff shall contact LRD's Executive Director and Safety Officer via their mobile phones and Busch staff shall call LRD's Emergency Phone (561-747-5708) to notify the on-site Wastewater Treatment Plant Operators. If Busch needs to access LRD property for a non-emergency, Busch staff should contact LRD's Operations Plant Manager and LRD Safety Officer via email with sufficient notice to allow a reasonable response.

24. The LRD will maintain perimeter fencing, i.e., existing security fence, with a minimum height of 8 feet around the perimeter of the LRD site. Should LRD need to alter the location or nature of the perimeter fencing, LRD will work collaboratively with Busch to locate and install a suitable fence to meet requirements of permits held by Busch.

25. Upon the execution of this agreement, the LRD conveys ownership of the doublewide trailer, presently used to house Busch administrative offices, to Busch, in As-Is, Where-As condition, without representation or warranty whatsoever, and Busch assumes all liabilities and claims arising in connection with the trailer.

26. LRD will maintain the physical integrity of the parking lot and appurtenances on LRD property, and Busch will maintain the overall cleanliness of guest/public parking areas.

## II. POTENTIAL FUTURE OPPORTUNITIES

*The intent of this section is to memorialize the good faith intentions of the LRD and Busch for either future amendment to this agreement or separate agreements in the future. This section is not intended to be binding in any manner to the terms and conditions of this agreement. The items listed below are not intended to be a limitation upon the potential future opportunities between the LRD and Busch.*

27. The Busch Wildlife Sanctuary Strategic Plan 2019-2024 approved by the BWS Board of Directors on 2019.09.10 is incorporated herein by reference.

**28. Contract for Services.** This agreement is not intended to limit future additional relationships with Busch. Future opportunities may exist for the LRD and Busch to engage in additional agreements for services which may include but not necessarily limited to Busch developing and conducting LRD education programs, regional interpretive tours, satellite facilities management, or capital expansion of Busch Wildlife Sanctuary facilities to view and promote interpretative experience of sanctuary visitors relative to the function and successes of the LRD's wastewater utility, I.Q. Reuse program, and LRD legislative mission of environmental preservation of the Loxahatchee River Watershed.

## III. GENERAL LICENSE TERMS AND CONDITIONS:

29. **PREMISES AND USE.** The location and description of the Premises is shown on Exhibit A and includes the Discovery Center, Wildlife Hospital, Welcome Center, Snake House (and associated public restrooms), Panther Night House, Bear Night House, Administrative Trailer and grounds. The Premises will be used by Busch for the purpose of environmental education, native animal rehabilitation, and animal sanctuary, and other uses currently conducted by Busch which Uses are specifically listed on Exhibit B attached hereto and made hereof (the "Uses"). All additional proposed Uses are subject to the prior written approval of the LRD. Should an issue arise that potentially poses a threat to public health, safety and welfare and/or adversely affecting the LRD's current and/or future proposed operations and functions, the LRD will attempt to work with Busch to resolve any such



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issue before final action is taken by LRD. The LRD reserves the right to revoke authorization for a permitted Use based upon public health, safety and welfare, and/or adversely affecting the LRD's current and/or future proposed operations and functions.

Busch certifies that Busch has continually occupied the Premises since March 15, 1998, and accepts same "As Is", in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Busch further acknowledges that LRD has made no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for Busch's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by LRD as a condition of this License Agreement. Busch agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Busch as specified in Section 29 of this License Agreement.

30. **RENT.** Rent will commence upon the date of execution of this agreement and shall be paid in advance for each year of the Agreement Term and the Renewal Term(s).
31. **DESIGN AND PLACEMENT OF IMPROVEMENTS.** The LRD and Busch shall mutually agree on the design and placement of any Improvements on the Premises to be made by Busch (the "Improvements") when the Improvement changes the current footprint or function. Busch shall give the LRD written plans and specifications ("Plans") showing the proposed design of such Improvements. The Plans will include a site map showing where the Improvements will be constructed and installed at the Premises. If Special Projects proposed by Busch include a request for utilization of LRD employee labor and materials, the proposal shall include a list of requested materials and requested LRD labor. Prior to proposal submittal by Busch for approval by the LRD, Busch shall discuss the proposal with the LRD Executive Director to determine project feasibility and accuracy of proposal estimate of requested materials and LRD employee labor. Improvements up to \$100,000 in cost shall be approved by LRD Executive Director; Improvements over \$100,000 shall be approved by the LRD Board; approvals shall not be unreasonably withheld. The LRD has sixty (60) working days after receipt of the Plans to review and approve them or to request reasonable modifications to the Plans. Busch shall accommodate all reasonable requests by the LRD, including aesthetics and location of the Improvements on the Premises. The LRD will grant or deny its final approval of the Plans in writing within sixty (60) working days after Busch submits revised Plans reflecting modifications requested by the LRD. The LRD grants to Busch, its agents, employees and independent contractors, the right to enter upon the Site at all reasonable hours to perform field-work necessary to complete the Plans, so long as the LRD has (24) hours prior written notice of the same and such party has necessary insurance required by the LRD naming the LRD as an additional insured on projects or improvements exceeding \$25,000.00. Busch acknowledges the LRD has the right at all times to install the LRD's equipment and improvements in, upon, above, underneath, around, and at the Premises, subject to the operational limitations of Busch's Improvements.
32. **CONSTRUCTION OF IMPROVEMENTS.** After Busch and the LRD agree on the Plans, Busch will apply for and obtain all necessary permits or other approvals, including but not limited to zoning, required by state law and local laws, rules, regulations, ordinances (the "Approvals") as a condition for the construction of the Improvements. The LRD will reasonably cooperate with and assist Busch in obtaining the Approvals. The LRD will promptly sign all applications and other papers which must be signed by the owner of the Site in order for Busch to obtain the Approvals. Busch will pay all costs of obtaining the Approvals, and all costs of constructing and installing the Improvements. Busch shall obtain both a payment and performance bond in accordance with Florida Statutes 255.05 et. al., for all contracted work performed at the Site estimated by the LRD to be in excess



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of \$100,000.00. Busch shall construct the Improvements in a good and workmanlike manner, and will comply with all applicable Federal, State and other governments, local laws, rules, regulations, ordinances and requirements. Busch shall make every effort to avoid interfering with the LRD's operations and activities at the Site. If Busch needs to undertake construction activities which are likely to cause high levels of noise, dust, or other hazardous conditions at the Site, Busch will give the LRD advance notice of a minimum of fourteen (14) days of the construction activities so that the LRD can give appropriate notices and information to personnel at the Site and other concerned parties. The LRD grants Busch a temporary easement over the Site for ingress, egress, access, equipment, storage, vehicle parking, and other construction-related activities during normal business hours at a mutually agreed upon location. The temporary easement will automatically terminate when Busch completes construction and installation of the Improvements and removes all of its construction equipment and personnel from the Site.

33. **NO CONSTRUCTION LIENS.** In accordance with Florida Statutes 713.10, neither Busch nor anyone claiming through Busch shall have the right to file construction liens or any other kind of lien on the Site or Premises and the filing of this notice under the LICENSE constitutes notice that such liens are invalid. Further, Busch agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid. Busch simultaneously herewith signs the **Notice attached hereto and made a part hereof as Exhibit C** and agrees the Notice will be recorded in the Public records of Palm Beach County by the LRD.
34. **TAXES.** Busch shall be responsible for the payment of all taxes (real and personal) arising from its use of the Improvements on the Premises and Busch's use of the Premises. Busch agrees to pay sales tax on its rental payments if imposed. Busch has a Consumer Certificate of Exemption under Florida Administrative Code Rule 12A-1.038. As used herein, the term "sales tax" shall mean all taxes, levies and/or assessments imposed or collected by any governmental authority with respect to the rent required to be paid hereunder, whether now or hereafter imposed or collected, excluding however, Federal or State income tax payable by the LRD on account of the rent.
35. **ASSIGNMENT/SUBLICENSE.** Busch shall not assign or transfer this Agreement without the prior written consent of LRD, which consent may be withheld in the sole discretion of the LRD.
36. **MAINTENANCE OF PREMISES & IMPROVEMENTS.** Busch shall be 100% responsible for the maintenance, upkeep, operation, repair and replacement of the Improvements and Premises. Such facilities shall be kept in good working order and in safe condition at Busch's expense, less ordinary wear and tear. Annually on the anniversary date of the LICENSE, Busch shall provide LRD with an annual update on maintenance and repair projects. In the event Busch is not maintaining, operating, repairing, or replacing the Improvements or Premises in good working order and in safe condition in the determination of the LRD, after affording Busch with reasonable notice and opportunity to cure, the LRD has the right to conduct such maintenance, operation, repair or replacement at Busch's sole cost and expense, which shall be considered "Additional Rent" due hereunder. Busch shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect LRD's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Busch's sole cost and expense and Busch will keep such refuse in proper containers until removed. Busch will keep access to the Premises, parking areas, and other contiguous areas to the Premises free and clear of obstruction. Busch, at its sole cost and expense, will keep the Premises free of rodents, vermin, and other pests.

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- 37. BUSCH INSURANCE AND INDEMNITY.** Busch shall procure and maintain a public liability policy, with limits of \$5,000,000.00 for bodily injury, \$150,000.00 for property damage, \$5,000,000.00 aggregate, with a certificate of insurance to be furnished to the LRD. Such policies shall name the LRD as an additional insured and provide that cancellation will not occur without at least fifteen (15) days prior written notice to the LRD. Busch agrees to indemnify, save harmless, and defend LRD, its directors, officers, employees, and agents, from and against any and all claims, actions, damages, liability and expense (including reasonable attorney's fees and costs) arising from or out of the use and/or occupancy of the Building, the Premises, and the Improvements. Busch agrees to indemnify, save, defend and hold harmless the LRD against loss or expense arising from Busch's operations by reason of the liability imposed upon the LRD for damage because of: a) bodily injuries, including death, at any time resulting therefrom sustained by any person or persons, or b) damage to property, or c) the employees of Busch's death or disability. This paragraph survives the expiration or termination of this LICENSE. The dollar limits of insurance in this paragraph may be increased annually upon the reasonable determination by LRD.
- 38. LRD INSURANCE.** The LRD is responsible to maintain property insurance coverage (windstorm, act-of-god, fire) for the Wildlife Hospital, Discovery Center, Welcome Center, and Busch Trailer and flood insurance coverage for the Wildlife Hospital, Discovery Center, Welcome Center, and Busch Trailer in such amounts as the LRD determines in its sole discretion, including the right of the LRD to decide to self-insure any and all of such risks. The LRD shall be the sole Loss Payee of property and flood insurance maintained by LRD. The LRD shall not provide coverage for contents of Busch.
- 39. NOTICES.** All notices must be in writing to the address set forth above, and are effective when sent by: (a) hand delivery, (b) overnight delivery, (c) certified mail, return receipt requested, (d) telephone facsimile transmission as long as a record of the receipt of the transmission is retained by the sending party and as long as an original of the notice is mailed to the receiving party, or (e) as otherwise provided by law.
- 40. REMOVAL &/OR CLAIMING IMPROVEMENTS.** Upon Busch's termination of this Agreement, Busch shall remove its Improvements at Busch's expense, except those Improvements which shall, at the option of the LRD, become LRD property. Should LRD decline to claim certain of the Improvements, Busch shall remove the unclaimed Improvements at Busch's sole expense. Busch shall restore the Premises to the condition existing at the time of the Certificate of Occupancy for the Wildlife Hospital and the Discovery Center, except for ordinary wear and tear, within one hundred eighty (180) days or a reasonable timeframe of the expiration or termination of this Agreement. In the event there is a failure to timely remove the Improvements or restore the Premises, LRD shall have the right to remove such Improvements and restore the Premises and Busch agrees to be directly responsible for the costs of such removal and restoration. This paragraph survives the expiration or termination of this LICENSE. BWS will deposit, with a mutually agreeable third-party escrow agent, \$400,000 in the event it is needed for removal and restoration costs.
- 41. RELOCATION.** The LRD shall have the right to relocate the operations of Busch and Busch's Improvements to an alternate location; provided however that such relocation will (1) be at the LRD's expense, (2) be performed by Busch or its agents, (3) not result in an unreasonable interruption in the services provided by Busch on and from the LRD's property, (4) be done in accordance with the terms and conditions in paragraphs 42.1 and 42.2 below,
- 41.1 Relocation Notice.** LRD will exercise its relocation rights by delivering written notice (the "Notice") to Busch. In the Notice, LRD will propose an alternate site and timeframe on which Busch may relocate its Improvements. Busch will have thirty (30)

April 30, 2020

days from the date it receives the Notice to evaluate LRD's proposed relocation site and timeframe. If Busch fails to disapprove of such proposed relocation site and timeframe in writing within said 30 day period, then Busch shall be deemed to have approved such proposed relocation site and timeframe. If Busch disapproves such relocation site, then LRD or Busch may thereafter propose another relocation site and timeframe by Notice to the other in the manner set forth above. In the event the LRD and Busch cannot agree upon a relocation site or timeframe, then either party may give ninety (90) days written notice to the other of the termination of this Agreement. Any relocation site or timeframe which the LRD and Busch agree upon in writing is referred to hereinafter as the "Relocation Site and Timeframe", Busch shall work within the agreed timeframe to relocate its Improvements to the Relocation Site.

- 41.2 Survey of Relocation Site.** Upon relocation of the Improvements, or any part thereof, to the Relocation Site, all references to the Premises in the Agreement will be deemed to be references to the Relocation Site. LRD and Busch hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of Busch, and such survey then shall replace Exhibit A and become a part hereof and will control or describe the Premises. Except as expressly provided in this paragraph, in no event will the relocation of the Improvements, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of the LICENSE Agreement.
- 41.3 Temporary Relocation of Access.** Busch acknowledges that the LRD's property at 2500 Jupiter Park Drive may undergo future construction which may impact Busch's access to, and parking within the Premises. In such an event, the parties acknowledge and agree to relocate the access area and/or parking area to a location as determined at the sole, but reasonable, discretion of the LRD and to amend this License Agreement. All costs associated with the relocation of said area(s) shall be at the sole cost and expense of LRD. LRD will provide Busch 15-days notice prior to closure of the access area and/or parking area for the Premises.
- 42. TERMINATION FOR CAUSE.** Busch shall immediately notify LRD if Busch does not obtain all approvals (collectively "Approval") required from any governmental authority to operate on the Premises and the Improvements, or if any such Approval is canceled, expires or is withdrawn or terminated; upon such notification, this Agreement shall be terminated. . Busch shall notify LRD if Busch becomes financially unable to support the operation of the facility. LRD may terminate this Agreement at any time by notice to Busch without further liability if Busch fails to maintain necessary governmental permits and approvals to operate on the Premises, Busch becomes financially unable to support the operation of the facility, or if the Use of the Premises and/or Improvements is determined by the governing authority to be detrimental to the public health or outside the proper authority of the LRD to allow the Use on the Premises. If BWS is forced to terminate this agreement because LRD is not fulfilling its responsibilities as described in this agreement, LRD shall not hold Busch responsible for removal of its improvements nor restoration of the premises. LRD will reimburse BWS for capital improvements on a 10-year straight line depreciation schedule.
- 43. TERMINATION FOR PUBLIC HEALTH, SAFETY, OR WELFARE.** LRD may terminate the Agreement at any time by notice to Busch if LRD determines in its sole discretion that LRD requires the Premises for purposes of public health, safety or welfare, or in order for the LRD to conduct its operations. In such case, LRD and Busch commit to make diligent, good faith efforts and to do all things reasonably within their individual powers to effectuate the relocation of Busch to a suitable alternative location. LRD shall

April 30, 2020

not hold Busch responsible for removal of its improvements nor restoration of the premises.

- 44. GOVERNMENTAL REGULATIONS.** Busch shall, at Busch's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Busch or its use of the Premises, or the Premises generally. Busch shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law. Busch shall indemnify, defend and save LRD harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Busch's failure to perform its obligations in this Section.

The parties acknowledge and agree that LRD is entering into this License Agreement in its proprietary capacity as the owners of the Premises and that nothing contained herein shall be construed to constitute any form of approval by LRD in its governmental capacity or limit or alter Busch's obligation to comply with all applicable governmental regulations.

Busch shall not use the Premises in a manner which causes LRD to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. LRD shall have the right to require any modifications to Busch's use of the Premises if LRD in its reasonable discretion determines such use violates any current or future local, state or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. In the event that Busch has not terminated this License Agreement and fails to timely make such modifications or changes, LRD shall have the right to enter upon the Premises and make such modifications or changes at Busch's expense as LRD in its sole discretion determines are necessary to meet such compliance. Busch shall promptly pay to LRD upon demand all costs incurred by LRD in connection with such modifications.

- 45. DEFAULT.** The parties expressly covenant and agree that in the event any party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before either party exercise any of their rights. If the agreement is terminated due to default, LRD shall be entitled to possession of the Premises.
- 46. HAZARDOUS SUBSTANCES.** Busch shall not allow any substance, chemical or waste on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Busch shall immediately remove, remediate and clean up any such substance on the Premises.
- 47. LICENSEE.** It is understood and agreed that Busch is a licensee, and not an agent or employee of the LRD. In connection with Busch's operations and Improvements, Busch shall at its own expense: provide for all labor, supplies, tools and equipment to perform its operations; procure all necessary licenses, certificates and permits required in the performance of the operations; Pay all payroll, unemployment and Social Security taxes, sales and use taxes, and all other taxes or charges; Busch agrees and covenants to be exclusively liable for payroll taxes, and contributions under Federal, City, County and State laws, measured by amounts paid to Busch, Busch's employees, and the employee of any sub-contractor engaged by Busch, and to hold harmless, save and defend the LRD free from payment of any such taxes and contributions.
- 48. RESTRICTIVE COVENANT.** Busch, a licensee of the LRD, as consideration for the LRD having previously contributed significant capital expenditure of funds for the construction of the Discovery Center Building and Wildlife Hospital Building, hereby agrees with the LRD, as long as this License Agreement is in effect to refrain from carrying on or engaging in a similar operation within 20 miles (straight line distance) of the Premises. Provided however, Busch may commence another operation complementary



April 30, 2020

with the Busch operation at the LRD (and not competitive therewith as determined by the LRD, after prior written approval of the LRD). This covenant shall be enforced by a court of competent jurisdiction in accordance with Section 542.33(2)(a), Florida Statutes (1996).

- 49. PUBLIC ENTITY CRIMES ACT.** Busch, its subsidiaries, affiliates, and subcontractors represents that the execution of this agreement will not violate the public entity crimes act (287.133, FS), and certifies that Busch, its officers, personnel, subsidiaries, affiliates, and subcontractors under this agreement have not been placed on the convicted vendor list maintained by the state of Florida department of management services within 36 months from the date of submitting the proposal for this agreement or entering into this agreement. violation of this section may result in termination of this agreement and recovery of all monies paid pursuant to the agreement and may result in disbarment from the district's competitive procurement activities.
- 50. PUBLIC RECORDS.** The LRD is governed by and subject to Florida's Public Records Law, Chapter 119, F.S., which provides a right of access to inspect and copy any public records possessed by LRD. As such, any record (e.g., email, text message, note, contract, agreement, memorandum, letter) from Busch to the LRD in connection with transaction of official business of the LRD (including addressing issues arising from this license agreement) will be deemed a public record and shall be made available, by the LRD, for inspection and copying by any person pursuant to Chapter 119, F.S.

**IF THE BUSCH, SUBSIDIARIES, AFFILIATES, AND SUBCONTRACTORS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LOXAHATCHEE RIVER DISTRICT**

April 30, 2020

**ATTN: KARA FRARACCIO**  
**2500 JUPITER PARK DRIVE**  
**JUPITER, FLORIDA 33458**  
**TELEPHONE: 561-747-5700, FAX: 561-747-9929**  
**[KARA.FRARACCIO@LRECD.ORG](mailto:KARA.FRARACCIO@LRECD.ORG)**

**51. OTHER STANDARD PROVISIONS:**

- 51.1 Binding Effect; Time. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Time is of the essence in this Agreement.
- 51.2 Governing Law. This Agreement is governed by the laws of the State of Florida without application of conflict of law principles. Venue for any legal proceedings and lawsuits brought to enforce this Agreement shall be Palm Beach County, Florida. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.
- 51.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior written and verbal Agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. LRD and Busch have participated fully in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be more strictly construed against either party.
- 51.4 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 51.5 Attorneys Fees. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of the Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party. This paragraph survives the expiration or termination of this LICENSE.
- 51.6 Radon Gas. Florida Law requires the following statement in an Agreement for the use of a Building: Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

April 30, 2020

IN WITNESS THEREOF, the parties have executed this Restated License Agreement the dates set forth below.

Witnesses:

THE BUSCH WILDLIFE SANCTUARY, INC  
a Florida Corporation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Peter W. Busch, Chairman/Founder  
Dated: \_\_\_\_\_, 2020

Witnesses:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Stephen B. Rockoff, Chairman  
Dated: \_\_\_\_\_, 2020

EXHIBIT A- General Location of Busch Wildlife Sanctuary license agreement grounds within the Loxahatchee River District property.

EXHIBIT B- Approved “Uses” of the premises shown in Exhibit A.

EXHIBIT C- Executed Notice of No Construction Liens



EXHIBIT A - General Location of Busch Wildlife Sanctuary license agreement grounds within the Loxahatchee River District property.

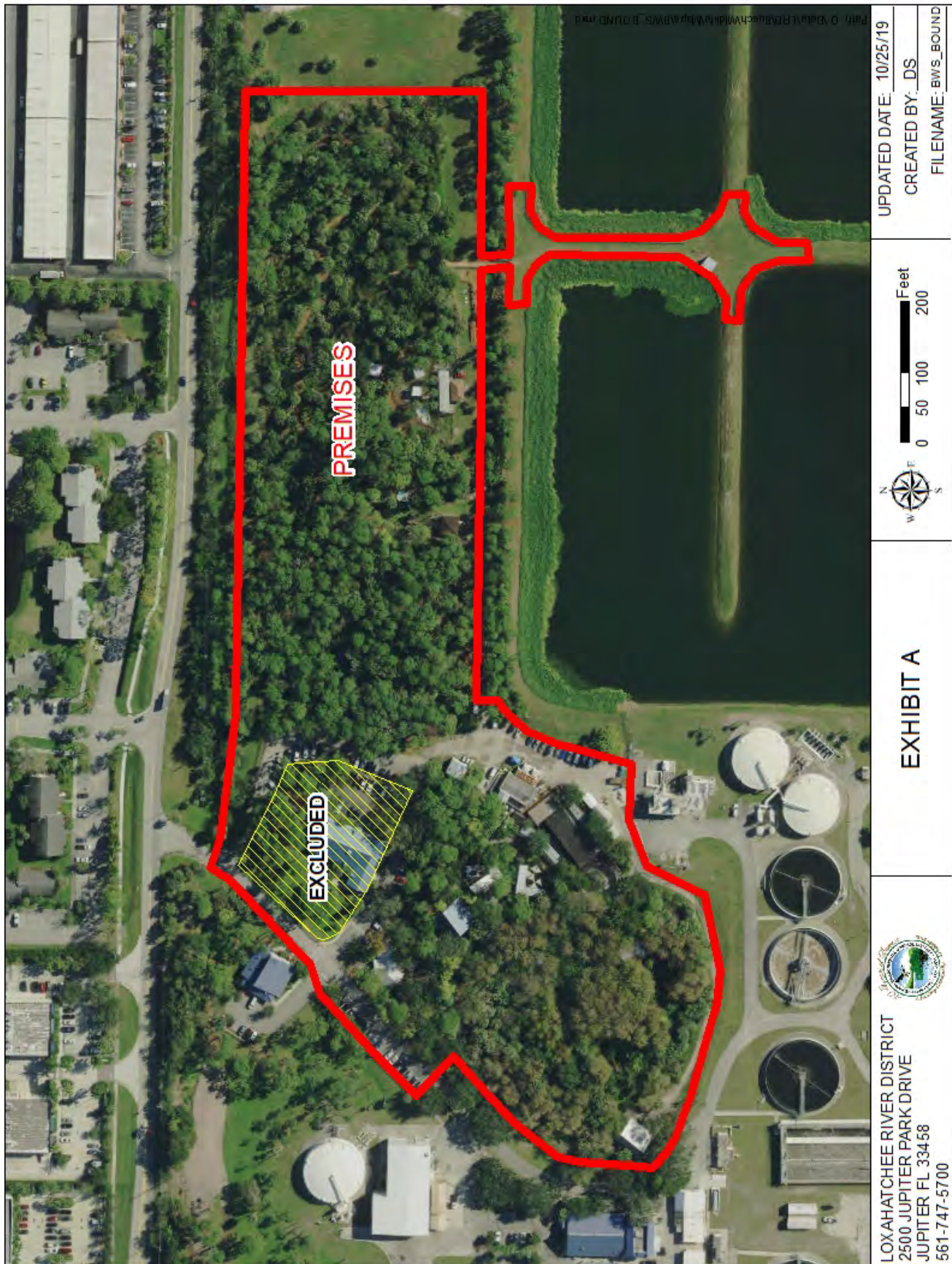


EXHIBIT B- Approved “Uses” of the premises shown in Exhibit A.

- 1) wildlife rehabilitation
- 2) veterinary services
- 3) wildlife studies and research
- 4) education programs
- 5) internships
- 6) environmental studies and research
- 7) biological studies and research
- 8) botany studies and research
- 9) zoological studies and research
- 10) captive breeding projects
- 11) programs for special needs individuals (physically & mentally challenged)
- 12) community service
- 13) gardening
- 14) workshops
- 15) night walks
- 16) summer and holiday day camps
- 17) classes
- 18) weddings
- 19) funerals
- 20) birthday parties
- 21) seminars
- 22) meetings
- 23) field trips
- 24) demonstrations
- 25) displays
- 26) exhibits
- 27) shows
- 28) entertainment
- 29) photo shoots
- 30) video productions
- 31) television shows
- 32) public viewing of animals and exhibits
- 33) gift shop
- 34) vending
- 35) concessions
- 36) merchandise sales
- 37) fund raising and social events
- 38) picnics (private, social, and corporate)
- 39) dining and food consumption
- 40) after school programs
- 41) social media / digital marketing

EXHIBIT C- Executed Notice of No Construction Liens

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: JUNE 11, 2020  
SUBJECT: RULE 31-10 RATES, FEES, & CHARGES – COVID-19 CONSIDERATIONS

The USA is in the midst of responding to a global pandemic caused by a new coronavirus (COVID-19). On March 1, 2020 Governor DeSantis directed the Florida Surgeon General to declare a public health emergency in response to COVID-19. On March 9, 2020 Governor DeSantis issued Executive Order 20-52 that declared a state of emergency for the entire state of Florida as a result of COVID-19. Governor DeSantis' subsequent COVID-19 related Executive Orders have directed all persons in Florida to limit their movements and personal interactions, what has commonly become known as 'social distancing'. These Executive Orders have resulted in wide-spread economic impacts that likely will continue for some time to come.

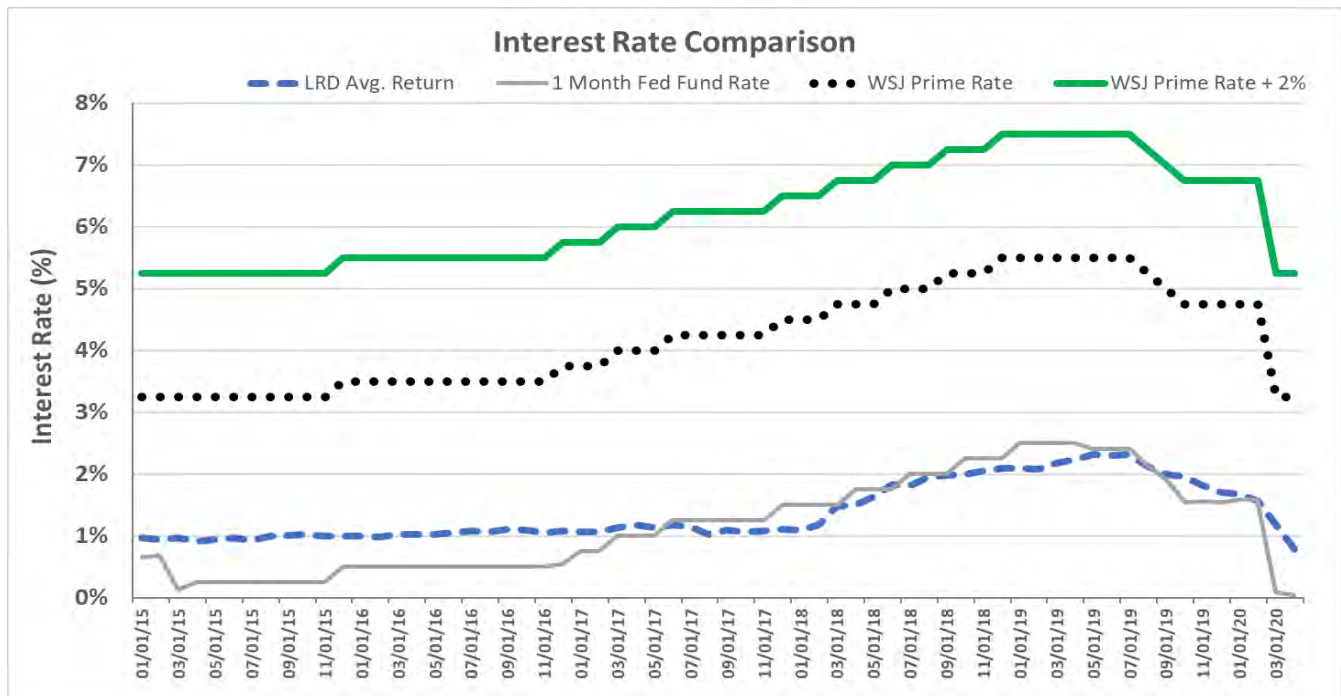
At the March 19, 2020 LRD Governing Board meeting, the Governing Board unanimously approved the following motion: *"That the District Governing Board direct staff to temporarily forbear new lien procedures and their associated fees, excluding lien amendments, from March 20, 2020 through September 30, 2020."* These proactive efforts were designed to lessen the financial impact on our customers.

At the May 21, 2020 LRD Governing Board meeting, the Governing Board unanimously approved a revision to our Delinquent Account Payment Plan Policy reducing the minimum monthly payment to \$1 until September 30, 2020. Also, at this meeting, the Board discussed various other steps that could be taken to provide additional accommodations to assist our customers struggling with financial impacts from COVID-19. This memorandum and the two recommended actions are being presented in the spirit of the Board's discussion.

**Recommended Action #1:** Revise Chapter 31-10.005(3) financing of Connection Charges resulting from neighborhood sewerage, via a District Installment Agreement, from three (3) years to five (5) years and from 8% interest to the Wall Street Journal Prime Rate plus 2.0%. This change is proposed as a permanent revision to Chapter 31-10.005(3).

Currently, customers impacted by neighborhood sewerage are required to pay their connection fee in full before making connection to our sewer system or they may finance connection fee charges over 3 years at 8% interest (see 31-10.005(3)). Based on discussion last month, staff are recommending increasing the finance period from 3 years to 5 years and decreasing the interest rate from 8% to the Wall Street Journal Prime Rate plus 2.0% (see chart on next page). Our interest rate is to offset the time value of money, opportunity costs, and to cover administrative costs. There are many rates and indices that could be used to represent an ideal interest rate. I suggest we should consider the Wall Street Journal (WSJ) Prime Rate, which is the rate at which banks lend money to their most-favored customers. The WSJ Prime Rate is calculated and published by the Wall Street Journal. The WSJ Prime Rate is effective on the day it is published and remains in effect until it is changed. The WSJ Prime Rate moves in lock step with changes by the Federal Reserve Board.





**Recommended Action #2:** Temporarily suspend Chapter 31-10.009(3) Delinquent Quarterly Service Charge for Sewer Service from June 19, 2020 through December 31, 2020. This change is proposed as a temporary revision that will automatically expire on December 31, 2020.

All of our customers pay Quarterly Service Charge for Sewer Service (quarterly fees). Residential customers pay per toilet (\$82.73 per quarter for a home with three toilets), while non-residential customers pay quarterly fees based on metered water usage (\$6.29 per 1,000 gallons of water used). Our quarterly fees become delinquent if not paid during the service period (quarter), and we apply a delinquent fee equal to 10% of the delinquent quarterly fees to accounts with a delinquent balance of \$20.00 or more (see 31-10.009(3)). There is an opportunity to defer or forbear delinquent quarterly fees. For a delinquent residential customer the typical late fee is \$5 to \$9 per quarter, but can be substantially higher for non-residential customers (e.g., the average commercial bill is \$620 so an average late charge for a commercial customer would be \$62 per quarter).

While we desire to accommodate financial impacts to our customers, we also want to achieve our mission. Therefore, based on the environmental impact of septic effluent on natural systems, I suggest we maintain compliance with Florida Statute 381.00655(1)(a) "The owner of a properly functioning onsite sewage treatment and disposal system, ..., must connect the system or the building's plumbing to an available publicly owned or investor-owned sewerage system within 365 days after written notification by the owner of the publicly owned or investor-owned sewerage system that the system is available for connection." Specifically, I suggest we maintain our requirement to connect to an available sewer system within one year of availability (see 31-10.011).

Staff appreciate the Board's concern for our customers and the discussions that led to these recommendations. Staff request the Board's thoughtful consideration of the following motion:

**"THAT THE DISTRICT GOVERNING BOARD approve the revised Rule Chapter 31-10.005(3) and 31-10.009(3) as presented and with an effective date of June 19, 2020."**

RULES  
OF THE  
LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT  
CHAPTER 31-10  
SCHEDULE OF RATES, FEES AND CHARGES  
FOR THE USERS OF THE REGIONAL WASTEWATER SYSTEM

31-10.001	Definitions.
31-10.002	Residential Equivalent Connections.
31-10.003	Non-Residential Equivalent Connections.
31-10.004	Application for Sewer Service.
31-10.005	Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, and Subregional Line Charges for Residential and Non-Residential Units.
31-10.006	Special Assessments
31-10.007	Quarterly Service Charges for Sewer Service.
31-10.008	Determination of Equivalent Connections.
31-10.009	Responsibility for Payment and Enforcement of Collections.
31-10.010	Payment of Certain Rates, Fees and Charges; Developer Agreement.
31-10.011	Connection to Sewer Required.
31-10.012	Exceptions to the Payment of Connection Charges.
31-10.013	Irrigation Quality Water User; Rates, Fees and Charges for Irrigation Quality Water Services; Irrigation Quality Water Agreements.
31-10.014	Low Pressure Pump Unit Delivery Procedures & Delivery Charge.

### **31-10.001 Definitions.**

(1) Equivalent Connections – The term “equivalent connections” shall be a multiple factor determined by the amount of toilets (water closets) per individual residential and non-residential unit, the estimated public usage or average flow of wastewater per day, or a combination of the above which may be connected with or used by each parcel of land which may be connected with or used by the regional wastewater system of the District, as more particularly set forth in Sections 31-10.002 and 31-10.003 herein.

(2) Residential Unit – Residential Unit shall consist of a residential living unit or structure directly or indirectly connected to the regional wastewater system of the District including but not limited to single family dwelling, detached guest house with toilet, detached living structure with toilet and kitchen sink, and each separate living unit of duplexes, apartment houses, townhouses, condominiums and cooperative apartments.

(3) Non-residential Unit – Non-residential unit shall consist of a non-residential building or structure connected to the regional wastewater system of the District including, but not limited to, hotels, motels and boarding houses, wholesale and retail businesses, professional offices, schools, warehouses (including each individual bay) and without limitation all other buildings and structures of a commercial, public or quasi-public nature. Where appropriate, multiple buildings may be considered as a single Non-residential unit as determined by the District.

(4) Regional Wastewater System – The term “Regional Wastewater System” means any plant, facility or property; and additional extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary, or having the capacity for future use in connection with the collection, transmission, treatment, purification or disposal of sewage of any nature or originating from any source, including industrial wastes resulting from any processes of industry, manufacture, trade or business, or from the development of any natural resources; and without limiting the generality of the foregoing definition, shall include treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment; all sewer mains and laterals for the reception and collection of sewage from premises connected therewith; and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such sewer system and necessary or convenient for the operation thereof, of the District.

(5) Transmission System Master Plan – Report on “Wastewater Collection System Master Plan” for the District dated February 1981 or the latest updated version of the report

approved by the Governing Board of the District. The report contains maps and describes those transmission mains, pump stations, lift stations, gravity collectors and interceptors, which constitute the facilities of the regional transmission system.

(6) Regional Transmission Facility – Regional transmission facilities consist of transmission lines, force mains, gravity interceptors, lift stations or pump stations which collect wastewater from two or more sub-regions and transport the wastewater to the District treatment plant. The regional transmission facilities size and location are described in the latest transmission master plan or amendments to the regional transmission master plan.

(7) Subregional Collection Facilities – Consist of neighborhood gravity collection lines, collection man holes, force mains, lift stations and pump stations intended primarily to collect and transport wastewater from the subregional system to the regional transmission facility.

(8) Capital Cost – Capital cost of regional transmission facilities shall consist of construction cost plus an allowance for associated cost. Construction costs include, but are not limited to, the cost of installation of pipelines, special fittings, valves, pumps, appurtenances and the cost of acquiring permanent and construction right-of-ways and easements. Allowances for associated costs include engineering services, legal, fiscal, contingencies and administrative cost. In no event will the allowance for associated cost exceed 25 percent of the construction cost.

(9) Plant Connection Charge – The Plant Connection Charge shall be defined as the charge which shall be paid for each equivalent connection, prior to connecting to the regional wastewater system of the District, and credit for which shall run with and be appurtenant to the land. The Plant Connection Charge shall be due and payable prior to the time connection is made to the system. Credit for the Plant Connection Charge, once paid is not transferable except upon approval of the District upon such terms as the District may make. In no case shall Plant Connection Charge be refunded for a Residential or Non-residential Unit not connected within one year of sewer being declared available. Plant Connection Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law

(10) Regional Transmission System Line Charge – The District shall collect from each user that directly or indirectly physically connects to the District's regional wastewater system from and after the effective date hereof, and from those owners of property that have made a direct or indirect physical connection to any such regional wastewater system facility prior to the effective date of this rule and who have agreed to pay a Regional Transmission System Line Charge when same is adopted. Regional Transmission System Line Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law.



(11) Administrative Charge – The Administrative Charge shall be defined as the charge to offset administrative, legal, engineering, and inspection expenses associated with new development and which shall be paid for each equivalent connection prior to signing a Standard Developer Agreement or prior to connecting to the District’s regional wastewater system, whichever comes first. Administrative Charges are determined as set forth hereafter in this rule, are not refundable, and may be changed from time to time in accordance with the law.

(12) Available Sewer System of the District – For purposes of this rule, a District sewer system shall be considered “available” to an owner whenever a District sub-regional collection line or other point of District sewerage collection shall be 100 feet (100’) or less away from owner’s property line as measured from said property line to the point of sewerage collection without crossing the private property of another than owner, and in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health releases the system for service, which is the date of actual “Availability”.

(13) District – The term “District” shall apply to the Loxahatchee River Environmental Control District, a separate local agency of government created by a special act of legislation, Chapter 71-822, Laws of Florida, as amended.

(14) Reserve Service Availability – The term “Reserve Service Availability” shall be defined as the right of an owner to receive sewer service in the regional wastewater system of the District upon reasonable demand.

(15) Quarterly Service Charge – The term “Quarterly Service Charge” shall be defined as the periodic charge which shall be paid for each equivalent connection commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first, and shall be billed in advance. Quarterly Service Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law.

(16) Quarterly Service Availability Standby Charge – The term “Quarterly Service Availability Standby Charge” shall be defined as the periodic charge which shall be paid for each equivalent connection, commencing upon the signing of a Standard Developer Agreement, and shall be computed at the rate of 68% of the Quarterly Service Charge per equivalent connection as the latter may be changed from time to time in accordance with the law.

(17) Estoppel Fee – The Estoppel Fee shall be defined as the charge to offset administrative and legal expenses associated with providing information to parties requesting the status in writing for justifiable reliance purposes as to rates, fees and charges due to the District for

a specific property. An Estoppel Fee is determined at \$25.00 per Estoppel letter provided by the District and may be changed from time to time in accordance with the law.

(18) Owner – An Owner shall be defined as the legal owner of a property served by the District. Where appropriate, the District may treat a Property Owners Association, Homeowners Association, Property Manager, or other legally authorized representative of the Owner as the Owner (e.g., regarding billing and other communications).

(19) Delinquent Quarterly Service Charge for Sewer Service – A Quarterly Service Charge for Sewer Service shall be delinquent if not paid during the service period.

(20) Account – The District shall establish an account for each property connected to the District’s sewer system. No more than one account will be established per unique Property Control Number (PCN) as established by either Martin County or Palm Beach County.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended by Chapters 75-475, 76-431, 78-559 and 78-561, Laws of Florida. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History – New 12-9-76, Amended 9-26-78, 5-21-81, 3-15-2012, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-21-2019. Formerly 31-10.01.

### **31-10.002 Residential Equivalent Connections**

(1) Residential equivalent connections for the purpose of determining Plant Connection Charges, regional transmission system Line Charges, Administrative Charges, and Quarterly Service Charges and such other reasonably related purposes, shall be as follows:

- (a) One (1) toilet (water closet) equals 1.000 equivalent connections.
- (b) Two (2) toilets (water closets) equals 1.250 equivalent connections.
- (c) Three (3) toilets (water closets) equals 1.500 equivalent connections.
- (d) Four (4) or more toilets (water closets) equals 1.750 equivalent connections.

(2) Nurseries/Day Care Centers shall have residential equivalent connections for purposes of Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service Charges, and shall be based on the rate of 1.0 residential equivalent connection per 550 square feet of gross space.

(3) Live/Work Units (as such zoning designation is approved, determined and defined by the local zoning authority) shall have residential equivalent connections for purposes of Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service Charges based upon two components: (i) The Residential (“Live”) component based upon the number of toilets in the entire

Live/Work Unit shall have the number of equivalent connections as set forth in subsection (1) above plus (ii) the Limited Non-Residential (“Limited Work Unit”), defined as the uses total gross floor area does not exceed 500 square feet, component shall be deemed to be an additional .50 equivalent connections, or (iii) the Standard Non-Residential (“Standard Work Unit”), defined as the uses total gross floor area exceeds 500 square feet, component shall be deemed to be an additional 1.0 equivalent connections.

TYPE OF USE	EQUIVALENT CONNECTIONS
Residential Unit with 1 toilet	1.0
Residential Unit with 2 toilets	1.25
Residential Unit with 3 toilets	1.50
Residential Unit with 4 or more toilets	1.75
Nurseries/Day Care	1.0/550 square feet
Limited Live/Work Unit (500 sq. ft. or less of work use) as designated by zoning authority	0.5/unit
Standard Live/Work Unit (more than 500 sq. ft. of work use) as designated by zoning authority	1.0/unit

Specific Authority Chapter 2002-358, Laws of Florida, Law Implemented Chapter 2002-358, Laws of Florida , Sections 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27). History-New 12-9-76, Amended 9-26-78, 5-21-81, 6-30-85, 11-1-98, Formerly 31-10.02. Amended 3-17-2005, 3-16-2006, 3-15-2012, 3-20-2014, 6-18-2015.

### **31-10.003 Non-Residential Equivalent Connections.**

(1) For the purpose of determining Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, Quarterly Service Charges and such other reasonably related purposes, equivalent connections for non-residential units shall consist of the highest number of equivalent connections reflected in subsections (a) and (b) below or in accordance with calculations derived from use of subsection (c) below (if applicable), or if (a), (b) or (c) are not applicable as determined by the Governing Board, then by (d) below:

- (a) A minimum of one (1) equivalent connection per non-residential unit, as defined herein; or
- (b) One (1) equivalent connection per toilet (water closet); or

(c) Equivalent connections in accordance with the following non-residential businesses, occupations and uses, based upon the maximum occupancy per fire code design where applicable:

TYPE OF USE	EQUIVALENT CONNECTIONS
Tavern (Bar)	.04/seat
Restaurant (regular)	.06/seat
Restaurant (24 hours)	.10/seat
Trailer Park and Mobile Home Park	1/space
Hotel/Motel (no Bar or Restaurant)	1.0/unit + 1.0 per common area and/or employee toilet Bar/Restaurant calculated separately
Hospital	.80/bed + 1.0 per common area and/or employee toilet
Nursing/Rest Home	.40/bed + 1.0 per common area and/or employee toilet
Assisted Living Facility / Adult Congregate Living Facility	.575/bed + 1.0 per common area and/or employee toilet
High School and Middle School	.08/pupil
Elementary School and Pre-School	.06/pupil
Office Buildings	.75/1000 sq. ft. (Gross Bldg. Area) or 1.0 per toilet whichever is greatest
Large Single Use Retail (>20,000 sq. ft.)	.50/1000 sq. ft. (Gross Bldg. Area) or 1.0 per toilet whichever is greatest
Laundromats	1.1/washing machine
Recreational Vehicle (RV) Park	0.75/Recreational Vehicle Space + 1.0 per common area and/or employee toilet
Swimming Pool Backwash Discharge	0.1/3,000 gallons
Elevator Sump	0.5/sump
Marina pump out station	1.0/pump out station
Public toilets in parks	1/toilet
Quasi-public toilets e.g., community recreation areas	1/toilet



or, (d) As may be designated by motion of the Governing Board of the District upon presentation of good and sufficient evidence to merit other specific determination.

Specific Authority Chapter 2002-358, Laws of Florida. Law Implemented Chapter 2002-358, Sections 6(8) and (11), and Section 8, and Sections 6(9), (12) and (27). History-New 12-9-76, Amended 6-25-78, 9-26-78, 5-21-81, 4-25-84, 6-30-85. Formerly 31-10.03. Amended 3-23-00, 3-17-05, 3-16-06, 03-18-10, 3-20-2014, 6-18-2015, 3-17-2016.

#### **31-10.004 Application for Sewer Service.**

An application for sewer service shall be made by the legal owner of the property (hereinafter referred to as the "Owner"). Before any Owner receives sewer service from the District, the Owner shall submit an application to the District on a form created by the District for such purpose. The application shall be submitted to the District's Customer Service Department. The Owner shall pay any outstanding and/or delinquent fees and charges owed to the District for the subject property as a condition of the Application for Sewer Service being complete.

The Fair and Accurate Credit Transaction Act of 2003 requires that the District obtain positive identification from Owner requesting utility service. Therefore, all new Owners shall submit an application for sewer service in person and provide proper personal identification and proof of ownership of the property at which sewer service is desired. The District may accept telephone or electronic orders for utility service from existing customers (i.e., those Owners with an active District account) provided that the Owner provides the District proper personal identification (driver's license number or state identification card number) that matches the previous information in the Owner's record and proof of ownership of the property at which service is desired.

The receipt of an application by the District does not constitute a guarantee of sewer service.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(9) and (11). History - New 12-9-76. Repealed 12-12-78, Formerly 31-10.04. New 3-19-2015 as to Application for Sewer Service.

#### **31-10.005 Plant Connection Charges, Regional Transmission System Line Charges and Subregional Line Charges for Residential and Non-Residential Units.**

(1) Plant Connection Charges, Regional Transmission System Line Charges and Subregional Line Charges (where applicable) for Residential and Non-Residential units for the use of and the services and facilities to be furnished by the Regional Wastewater System of the District shall be paid by the owner of each lot or parcel of land which may be connected with or used by such system or systems of the District.

(2) Effective 1 April 1981, all residential and non-residential Plant Connection Charges and Regional Transmission System Line Charges shall be based on the schedules in effect at the time of service contractual commitment by the District as listed below:

PLANT CONNECTION CHARGES

1 April 2020 thru 31 March 2021 - @ \$2,067 per E.C.

1 April 2021 thru 31 March 2022 - @ \$2,108 per E.C.

1 April 2022 thru 31 March 2023 - @ \$2,171 per E.C.

1 April 2023 thru 31 March 2024 - @ \$2,236 per E.C.

1 April 2024 thru 31 March 2025 - @ \$2,303 per E.C.

REGIONAL TRANSMISSION SYSTEM LINE CHARGES

1 April 2020 thru 31 March 2021 - @ \$684 per E.C.

1 April 2021 thru 31 March 2022 - @ \$698 per E.C.

1 April 2022 thru 31 March 2023 - @ \$719 per E.C.

1 April 2023 thru 31 March 2024 - @ \$741 per E.C.

1 April 2024 thru 31 March 2025 - @ \$763 per E.C.

ADMINISTRATIVE CHARGES

1 April 2020 thru 31 March 2021 - @ \$143.80 per E.C.

1 April 2021 thru 31 March 2022 - @ \$146.68 per E.C.

1 April 2022 thru 31 March 2023 - @ \$151.08 per E.C.

1 April 2023 thru 31 March 2024 - @ \$155.61 per E.C.

1 April 2024 thru 31 March 2025 - @ \$160.28 per E.C.

Said commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Regional Transmission System Line Charges and Administrative Charges shall be due and payable in cash (or by contract to provide capital costs and to construct certain portions of the Regional Transmission System) at the time commitment of service is made.

(3) Notwithstanding Section 31-10.005 (2) above, effective 1 April 1995, those properties having (or which previously had) buildings or structures having certificates of occupancy prior to 1 April 1981, shall pay the full Plant Connection Charge established in Section 31-10.005(2) less a subsidy of Five Hundred (\$500.00) Dollars, provided they are paid for and connected to the Regional Sewer System within one year of the time that lines serving said property are formally declared available by the Governing Board of the District. Notwithstanding

Section 31-10.005 (2) above, the Plant Connection Charge, Regional Transmission System Line Charges, and Administrative Charges for those buildings or structures having certificates of occupancy prior to notice of sewer availability, can be financed using the District's Installment Agreement method of collection over ~~three (3)~~five (5) years at ~~8.0%~~an interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0) percent, with no prepayment penalty. Should any structure or building not be paid for or financed using the District's Installment Agreement and connected to the District's system within one year of the time that the line serving said property is formally declared available by the District's Governing Board, it will at the time of connection pay full Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges as are applicable to new construction at time that connection is made regardless of the date of certificate of occupancy.

(4) Those buildings or structures with existing contracts for service with the District as of the effective date hereof shall pay Plant Connection Charges and, where applicable Regional Transmission System Line Charges and Administrative Charges of the amounts indicated in those contracts that are to be paid for capital improvement charges, and such Plant Connection Charges and, where applicable Regional Transmission System Line Charges and Administrative Charges shall not be subject to increase.

(5) Subregional Line Charges. The District may, based on environmental public welfare, engineering and/or financial considerations, construct and extend Subregional Collection Facilities to Existing Residential and/or non-residential properties. The District shall collect the costs of extending the Subregional Collection Facilities through the apportionment of the Costs to each of the benefited properties. Such charges shall be payable commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first. All sub-regional line charges shall be adjusted each April 1<sup>st</sup> based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1<sup>st</sup>.

(5)(a) Western Indiantown Road Subregional Collection Facilities: Subregional Transmission System Line Charges for the Western Indiantown Road Subregional Collection Facilities shall be \$1,791.72 per E.C. through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made. Those buildings or structures having certificates of occupancy prior to January 20, 2012, the date this transmission system line was

deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

5(b) Inlet Village Subregional Line Charge for Inlet Village Subregional Collection Facilities. The rate of the Inlet Village Subregional Line Charge shall be \$2143.43 per equivalent connection (E.C.) through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 6-21-2012, 3-21-2013, 3-20-2014, 3-19-2015, 3-17-2016, 3-16-2017, 3-21-2019.

### **31-10.006 Special Assessments.**

Special Assessments for residential and non-residential use of and the services and facilities to be furnished by the Regional Wastewater System of the District shall consist of those special assessments approved, set, and levied by the Governing Board of the District on the basis of the total cost to the District of construction, reconstruction, labor, materials, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to completion of the specially assessed improvements, and are due and payable with interest at the time of transfer of the underlying real property for consideration as an at-arms-length transaction, unless transferred to the real estate tax bill for the property as a continuing obligation of the property until paid in full.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-



99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11. 3-15-2012.

**31-10.007      Quarterly Service Charges for Sewer Service.**

(1) Quarterly Service Charges shall be payable by the owner commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first, and shall be billed in advance. Notwithstanding any other provision of this section, an owner that has established a tenant as the bill recipient for the Quarterly Service Charge prior to April 1, 2015 may continue to have the established tenant listed as the bill recipient for the Quarterly Service Charge until such time as that tenant relationship changes (e.g., new owner(s) or new tenant(s)).

(a) The Quarterly Service Charge for Residential Units shall be:

For the period of 1 April 2020 thru 31 March 2021 - \$55.15 per E.C.

For the period of 1 April 2021 thru 31 March 2022 - \$56.25 per E.C.

For the period of 1 April 2022 thru 31 March 2023 - \$57.38 per E.C.

For the period of 1 April 2023 thru 31 March 2024 - \$59.10 per E.C.

For the period of 1 April 2024 thru 31 March 2025 - \$60.87 per E.C.

(b) The Quarterly Service Charge for Non-residential Units shall be as follows:

For the period of 1 April 2020 thru 31 March 2021 - \$6.29 per thousand gallons of metered Water usage;

For the period of 1 April 2021 thru 31 March 2022 - \$6.42 per thousand gallons of metered Water usage;

For the period of 1 April 2022 thru 31 March 2023 - \$6.55 per thousand gallons of metered Water usage;

For the period of 1 April 2023 thru 31 March 2024 - \$6.75 per thousand gallons of metered Water usage;

For the period of 1 April 2024 thru 31 March 2025 - \$6.95 per thousand gallons of metered Water usage;

provided that the minimum Quarterly Service Charge for Non-residential Units shall be as follows:

For the period of 1 April 2020 thru 31 March 2021 - \$75.47

For the period of 1 April 2021 thru 31 March 2022 - \$76.98

For the period of 1 April 2022 thru 31 March 2023 - \$78.52

For the period of 1 April 2023 thru 31 March 2024 - \$80.88

For the period of 1 April 2024 thru 31 March 2025 - \$83.31

For Non-residential Units that do not have a metered water supply or that have not established a minimum of 1 month of water use history, and certain other uses (e.g., elevator sump; pool backwash; public toilets in parks; marina pump out station) the Quarterly Service Charge shall be a flat rate of:

For the period of 1 April 2020 thru 31 March 2021 - \$75.47 per E.C.

For the period of 1 April 2021 thru 31 March 2022 - \$76.98 per E.C.

For the period of 1 April 2022 thru 31 March 2023 - \$78.52 per E.C.

For the period of 1 April 2023 thru 31 March 2024 - \$80.88 per E.C.

For the period of 1 April 2024 thru 31 March 2025 - \$83.31 per E.C.

(2) Temporary Disconnection of Sewer Service – The District may temporarily suspend quarterly sewer service charges under certain defined circumstances and at the District’s sole discretion. If temporarily suspended, quarterly sewer service charges will cease on the first day of the quarter following verification and approval by the District. Quarterly sewer service charges will resume on the first day of the quarter following reconnection to the sewer (e.g., upon receipt of a Certificate of Occupancy). Failure to notify the District of reconnection to the sewer system will result in the District back-billing quarterly sewer service charges to the date reconnection to the sewer was made. Circumstances warranting suspension of quarterly sewer service charges of an existing Residential Unit or Non-residential Unit connected to the District’s sewer system include:

- (a) sewer disconnection in coordination with the District’s Engineering Department and according to District standards, or
- (b) proof of designation as uninhabitable by a municipal authority (e.g., fire official, building official).

(3) The Quarterly Service Availability Standby Charge shall be due and payable for each equivalent connection reserving service availability, commencing upon the reserving of service availability and shall continue to be owing for each quarter and paid promptly upon billing in the manner as provided for the Quarterly Service Charge thereafter until payment of the Plant Connection Charge. The amount of the Quarterly Service Availability Standby Charge shall be 68% of the Quarterly Service Charge which is set based upon the fixed expenses incurred by the District in operating the plant and the Regional Wastewater System excluding the variable costs related to the amount of sewerage processed.

- (a) A prepayment of twelve (12) months Service Availability Standby Charges will be required commencing upon the reserving of service availability in addition to the Quarterly Service Availability Standby Charge which shall be prepaid quarterly.
- (b) At the time Plant Connection Charges become due and payable ten and one half (10.5) months of the twelve (12) months of prepaid Service Availability Standby Charges shall be credited to the Plant Connection Charges.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended 6-25-78, 9-26-78, 12-12-78, 11-28-79, 5-21-81, 5-24-82, 10-12-82, 4-24-83, 5-24-84, 6-30-85, Formerly 31-10.07. Amended, 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-12-91, 5-7-92, 5-10-93, 5-7-94, 5-7-95, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 3-21-2013, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-16-2017, 3-21-2019.

### **31-10.008 Determination of Equivalent Connections.**

Each owner of each lot or parcel of land which may be connected to the regional wastewater system of the District shall first determine the amount of equivalent connections to the owner's lot or parcel of land and produce proof of the same to the satisfaction of the District. Failure to produce proof to the District shall result in a determination by the District that the owner of each residential lot or parcel which may be connected to the regional wastewater system shall be charged the rates, fees and charges of the District based upon 1.75 equivalent connections, and the owner of each non-residential lot or parcel which may be connected to the regional wastewater system shall be charged the maximum rates, fees and charges of the District based upon the best information practically available to the District as determined by the District.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76. Amended 9-26-78, Formerly 31-10.08, Amended 3-15-2012, 3-19-2015.

### **31-10.009 Responsibility for Payment and Enforcement of Collections and Foreclosure of Liens.**

(1) Responsibility. The District shall hold the owner of the property being served with sewage service primarily responsible for all charges for sewage service to the property, without regard to the fact that a tenant, licensee, customer or other party was actually utilizing the sewage service and may be paying for same directly to the District.

(2) Payment. All payments to the District shall be made using U.S. funds (dollars). Payment may be made in cash, check, electronic check, money order, electronic bill pay, direct

debit, debit card (Master Card or Visa) or credit card (Discover, Master Card or Visa). All checks shall be in such form as will comply with the standards for cash items adopted by the Federal Reserve System to facilitate the sorting, routing, and mechanized processing of such items. Beginning July 1, 2016 payment made using debit card or credit card is limited to a maximum of \$5,000.00 per account per month.

(3) Delinquent Quarterly Service Charge for Sewer Service. Quarterly Service Charge for Sewer Service shall be delinquent if not paid during the service period. Effective the service period beginning July 1, 2016 a delinquent fee equal to 10% of the delinquent Quarterly Service Charge for Sewer Service will be applied to accounts with a delinquent balance of \$20.00 or more. [This subsection is temporarily suspended from June 19, 2020 to December 31, 2020.](#)

(4) Default. In the event any fees, rates or charges for sewage service are not paid when due and are unpaid for at least thirty (30) days and the property owner shall be deemed in default, the District may seek recovery from the property owner through any or all available legal remedies.

(5) Acceptance. By acceptance of sewage service from the District, all of the property owners shall be jointly and severally liable to the District for all charges, rates and fees incurred.

(6) Enforcement. When the fees, rates, or charges for the services and facilities of any system are not paid when due and are in default as set forth above, the District shall provide written notice to the property owner that the District may discontinue and shut-off the supply of the services and facilities for said system, to the property, until such fees, rates or charges, including interest at 12% per annum, penalties and charges for the shutting off and discontinuance or the restoration of such services or facilities are fully paid. If the fees or charges remain unpaid for thirty (30) days after being due, such delinquent fees, rates or charges shall bear interest at the rate of 12% per annum computed from the date when originally due, until paid and the District may discontinue the supply of service and facilities to the property. Such delinquent fees, or charges, together with legal interest, penalties and charges for the shutting off and discontinuance or the restoration of such services or facilities and all other costs and other expenses, including court costs and reasonable attorney's fees, shall be recovered by the District in a court of competent jurisdiction.

(7) Foreclosure of Liens. The District shall have a lien on all lands and premises served by it for all charges, until paid, for services provided to such lands or premises by the District, or connection fees associated therewith, which lien shall be prior to all other liens, except that such lien shall be on parity with the lien of state, county, and municipal taxes, and any lien for charges for services created pursuant to Section 159.17, Florida Statutes. Such lien shall be perfected by

the District by recording in the official records of the county in which the lands or premises are located a claim of lien in form substantially as provided in Section 713.08, Florida Statutes. A copy of the claim of lien shall be served as provided in Section 713.18, Florida Statutes, within ten (10) days after the claim of lien is recorded. If 30 days after service has been made liens created under this section remain delinquent, such liens may be foreclosed by the District in the manner provided by the laws of Florida for the foreclosure of mortgages on real property, and the District shall be entitled to 12% interest per annum and attorney's fees and other court costs.

(8) No Service Free. No sewage disposal service shall be furnished or rendered free of charge to any person, firm, corporation, agency or organization whatsoever, and the District and each and every person, firm, corporation, agency or organization which uses or is required to use such service shall pay therefore at the rates fixed by the Governing Board of the District.

(9) Administrative Credits. The Executive Director, or his designee, may authorize a credit or refund to an account in certain situations, including billing errors, clerical errors, excessive payments by the customer, meter adjustments, and application of grant funds. In each case, the affected customer must provide a signed, written request for refund that quantifies the requested refund, documents the justification for the refund, and states whether the refund should be provided as a credit to their account (default) or as a refund check. In no circumstance shall such credit or refund exceed \$10,000 without prior authorization of the Governing Board.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; Sections 6(9), (12), (19) and (27) as amended by Chapter 76-429. History - New 12-9-76. Formerly 31-3.16, 31-3.18 & 31- 10.09. Rules 31-3.016 & 31-3.018 moved, consolidated and renumbered 31-10.009(4), (5) & (6) by amendment on 6-15-2000. Amended 9-26-78, 10-11-80, 3-23-00, 6-15-00, 3-15-2012, 3-19-2015, 3-17-2016.

### **31-10.010 Payment of Certain Rates, Fees and Charges; Developer Agreement.**

(1) All persons, firms and corporations (hereinafter called "Applicant") desiring to reserve service availability of 10 E.C.s or more in the regional wastewater system of the District where said system is available as defined herein, or is proposed to be available as determined by the District, prior to receiving District approval, shall sign a developer agreement and pay the charges and fees as specified therein. An Applicant for service requiring less than 10 E.C.s shall execute an Application for Service appropriate to the use, and shall pay all Connection Charges at the time of Application. These further requirements shall be met for all developer agreements:

- (a) Plans and specifications shall clearly indicate sufficient detail to calculate the number of equivalent connections contemplated on the lot or parcel of land.



(b) The applicant shall enter into a “Standard Developer Agreement” with the District, form LRECD -102 dated 11/17/2011 incorporated herein by reference, the form of which may be obtained without cost from the District office, providing for the following matters:

1. The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.
2. Payment of fees as required to reserve sewer service availability and specified in the Standard Developer Agreement.
3. Construction of off-site facilities under certain conditions.
4. Dedication of the defined sewerage facilities to the District.
5. Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
6. Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
7. Describing payment and obligations and providing for recovery of costs and attorney’s fees.
8. Subject the owner to the rates, fees and charges of the District as established from time to time but fixing the rate for the Regional Transmission System Line Charge, Administrative Charge, and Plant Connection Charge.

(2) All persons, firms, and corporations (hereinafter called “applicant”) desiring to reserve service availability for concurrency in the regional wastewater system of the District where said system is available as defined herein, or is proposed to be available as determined by the District, prior to receiving District approval, shall sign a Concurrency Reservation Agreement and pay the charges and fees as specified therein. These further requirements shall be met:

- (a) Plans and specifications shall clearly indicate sufficient detail to calculate the number of equivalent connections contemplated on the lot or parcel of land.
- (b) The applicant shall enter into a “Concurrency Reservation Agreement”, which is incorporated herein by reference, known as District form number LRECD-18, the form of which may be obtained without cost from the District office, providing for the following matters:
  1. The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.

2. Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
3. Providing a duration of the shorter of twelve (12) months or thirty (30) days after applicant obtains a development order.
4. Providing for the unexpired portion of the prepaid Quarterly Service Availability Standby Charge to be refunded to the applicant if the development order is denied, or credited to the Service Availability Standby Charge if a Standard Developer's Agreement is entered into by the applicant within thirty (30) days of the development order.
5. Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
6. Describing payment, including rates, fees, and charges of the District, and obligations and providing for recovery of costs and attorney's fees.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History-New 12-9-76. Amended, 9-26-78, 5-21-81, 5-24-84. Formerly 31-10.10. Amended 5-10-93, 3-20-08, 3-19-09, 3-18-10, 3-15-2012.

### **31-10.011 Connections to Sewer Required.**

(1) Connection Required. No less than one (1) year prior to the date the sewerage system will become available, the District shall notify the affected owner of the onsite sewage treatment and disposal system of the anticipated availability of the sewerage system and shall also notify the owner that the owner will be required to connect to the sewerage system within one (1) year of the actual availability. The owner of each lot or parcel of land within the District upon which lot or parcel of land any building, trailer, or other structure requiring wastewater disposal is now situated or shall hereafter be situated, in an area where the District system is available, as defined herein, shall cause such building or buildings, trailer or trailers, structure or structures to be connected with the sewerage facilities of the District and to use such facilities, within one (1) year following notification to do so by the District. All such connections shall be made in accordance with the rules and the regulations which shall be adopted from time to time by the Governing Board, which rules and regulations shall provide for a charge for making any such connections in such reasonable amount as the Governing Board may find and determine.

(2) "Established Residential Neighborhood." For the purposes of this Rule, an Established Residential Neighborhood shall be considered an area within the geographic

boundaries of the District defined by natural geographic boundaries, common restrictions, or other common characteristics as reasonably determined by the District, in which 50% or more of the lots contained completed Residential Units as of May 22, 1971.

(3) Collection Line Construction and Availability in Established Neighborhoods. The Loxahatchee River Environmental Control District shall construct and declare available, sewerage collection lines and related appurtenances comprising a localized District sewer system in Established Residential Neighborhoods based upon the Governing Board's determination of any of the following:

- (a) That 50% or more of the record owners of property to be serviced by such localized sewerage system shall desire and consent to the construction of said system; or
- (b) That a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (c) The discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or
- (d) To enhance the environmental and scenic value of surface waters.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended and Florida Statutes 373.451, 381.0065, 381.00655. Law Implemented Chapter 71-822, Section 6(8), 6(10), 6(11), 6(16), 6(17), 6(23) and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429; and Section 6(3) and 6(19) as amended by Chapter 78-559. History - New 11-12-75, 12-9-76 & 1-9-85. Formerly 31-3.02, 31-3.21 & 31-10.11. Rules 31-3.002(4) and 31-3.021 moved and renumbered 31-10.011(2) & (3) by amendment on 6-15-2000. Amended 9-26-78, 2-2-94, 3-23-2000, 6-15-2000.

*Annotation: Village of Tequesta v. Loxahatchee River Environmental Control District, Case No. 97-4367 AD, 15<sup>th</sup> Judicial Circuit of Palm Beach County, Florida, Final Judgment ordered August 6, 1987, affirmed in Village of Tequesta v. Loxahatchee River Environmental Control District, 714 So.2d 1100, (Fla 4<sup>th</sup> DCA 1998).*

*Note: 31-10.011(3) Commonly referred to as the "Ellis Rule".*

### **31-10.012 Exceptions to the Payment of Connection Charges.**

(1) Connection Charges shall not apply to those residential and non-residential buildings and structures referred to in the Agreement for Sale between the Village of Tequesta and the District, dated May 23, 1973.

(2) Those residential and non-residential buildings and structures which have escrowed, paid or committed capital improvement charges and have executed legally binding agreements where capital improvement charges are referred to in such agreements, said agreements shall be enforced according to their tenor, except that the capital improvement charges

shall be treated as Plant Connection Charges, and except that where capital improvement charges may be increased or subjected to assessment and reassessment from time to time, there shall be no increase over the amount of capital improvement charges as stated in said agreements, and said provision providing for assessment and reassessment of capital improvement charges shall not be enforced.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-12-79. Formerly 31-10.12, Amended 3-15-2012.

**31-10.013      Irrigation Quality Water User; Rates, Fees and Charges for Irrigation Quality Water Service; Irrigation Quality Water Agreements.**

(1)      “I.Q. Water” is defined to mean Irrigation Quality Water provided by the District, regardless of the original source of the I.Q. Water. I.Q. Water also may be referred to as “reuse water” or “reclaimed water”, which is further defined in Chapter 62-610, F.A.C.

(2)      “Wholesale I.Q. User” is defined as user of I.Q. Water, for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes, or tanks, at an off-site location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User’s property.

(3)      “Retail I.Q. User” is defined as a user of I.Q. Water, for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes or tanks, at an off-site location. The I.Q. Water is then pumped by the District from the storage facility, into the lines that deliver I.Q. Water to the User’s property for further distribution and irrigation by the User.

(4)      “Nano I.Q. User” is defined as user of I.Q. Water, where the I.Q. Water was originally made available by blending the Town of Jupiter’s nanofiltration concentrate and for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes, or tanks, at an off-site location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User’s property.

(5)      Rates, Fees and Charges for Retail, Wholesale, and Nano I.Q. Users shall consist of those rates, fees and charges approved, set, and levied by the Governing Board of the District on the basis of the total cost to the District of construction, reconstruction, labor, materials, equipment, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to construction, operation, and improvement of the I.Q. Water system and provision of I.Q. Water.

(6)      The District’s rate for I.Q. Water shall be:

(a) Wholesale I.Q. Users shall pay 45.78 cents per 1,000 gallons for their Requested G.P.D.

(b) Retail I.Q. Users shall pay 58.37 cents per 1,000 gallons for their Requested G.P.D.

(c) Nano I.Q. Users shall pay 72.11 cents per 1,000 gallons for their Requested G.P.D.

On October 1, 2020 the Retail, Wholesale, and Nano I.Q. Rates shall increase (or decrease) based upon the annual increase (or decrease) in the Engineering News Record Construction Cost Index as of July 1, 2020. Subsequently, the District may revise such schedule of rates, fees, and charges in accordance with the District's Enabling Act, all applicable District Rules, and all relevant laws. It is the District's intention to evaluate the sufficiency of I.Q. Water rates during the annual Rate Study, which typically occurs in February and March with potential rate adjustments implemented April 1<sup>st</sup>. I.Q. Users that have a written I.Q. Agreement prior to the effective date hereof and which have a lower or higher I.Q. Rate, said lower or higher I.Q. Rate and specified rate adjustments shall be in accordance with said I.Q. Agreement until the expiration or termination of said I.Q. Agreement. The I.Q. Rate shall be billed monthly or such other billing cycle period as the District may determine.

(7) The Start Up Fee of the District for Retail I.Q. Users shall be the greater of (a) six (6) months of charges at the Retail I.Q. Rate for the requested gallons per day, or (b) \$3,500.00. The Application Fee of the District for Wholesale I.Q. Users shall be the greater of (a) six (6) months of charges at the I.Q. Rate for the requested gallons per day, or (b) \$18,000.00.

(8) All persons, firms and corporations (hereinafter called "Applicant") desiring to reserve service availability in the regional I.Q. Water system of the District where said I.Q. Water is available or is proposed to be available, as determined by the District, prior to receiving District approval, shall sign a Standard Irrigation Quality Water Agreement and pay the charges and fees specified therein.

Specific Authority Chapter 2002-358 Laws of Florida. Law Implemented Chapter 2002-358 Sections 6(6), 6(8), 6(9), 6(11), 6(12), 6(27) and Section 8; History-New 7-23-97, Amended 11-1-98, 3-16-06, 3-18-10, 3-21-2013, 3-19-2015, 3-21-2019, 2-20-2020.

#### **31-10.014 Low Pressure Pump Unit Delivery Procedures & Delivery Charge.**

(1) All Property Owners in an area serviced by a low pressure sanitary sewer system, shall be responsible for taking possession of the Low Pressure Pump Unit ("**Pump Unit**") upon notification the Pump Unit is available for pick up at the District. A Property Owner that does not pick up the Pump Unit shall be subject to the following delivery procedures and delivery charge. The First Delivery Notice to the Property Owner shall provide:



- (a) Property Owner is delinquent with installation of the low pressure pumping system for their wastewater service.
  - (b) The District has been holding their Pump Unit since the completion of the sewer project.
  - (c) The Pump Unit was included in their assessment and is their responsibility to install.
  - (d) The District will no longer hold the Pump Unit for their pick up and installation.
  - (e) If not picked up within thirty (30) days, the Pump Unit will be delivered at an additional Delivery Charge of \$300.00 to the Property Owner (the “Delivery Charge”).
  - (f) The Pumping Unit will be delivered in good working order, suitable for District’s future maintenance.
  - (g) If the Property Owner fails to have the Pump Unit installed within forty five (45) days and there is damage to the Pump Unit components, the Property Owner will be responsible for the cost to provide a Pump Unit in good working order for District maintenance in the future.
2. If the Pump Unit is not picked up within thirty (30) days after the First Delivery Notice, the Second Delivery Notice shall be sent to the Property Owner which shall provide:
- (a) Pump Delivery will be made on a date and time certain.
  - (b) The Pump Unit and appurtenances will be delivered to the most accessible location on the Property or a mutually convenient location as discussed with Property Owner.
  - (c) A written report will be made of each delivery with photographs of the Pump Unit placement at time of delivery and condition of surrounding area. Written receipt of delivery of the Pump Unit will be requested of the Property Owner, however it is not mandatory for the Property Owner to provide or for the District to obtain.
  - (d) The written report is to be signed by two District personnel, witnessed and notarized, and made part of the District’s records.
3. After delivery, the Property Owner will be provided written notification that their Pump Unit has been delivered and an Invoice will be provided for the Delivery Charge.
4. All correspondence to be provided by Certified Mail with Return Receipt and regular mail.

Specific Authority Chapter 2002-358 Laws of Florida. Law Implemented Chapter 2002-358

Sections 6(6), 6(8), 6(9), 6(10), 6(11), 6(12), 6(19) and Section 8; History-New 3-15-2012.

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: JUNE 10, 2020  
SUBJECT: RULE 31-2 AGENDA AND SCHEDULING OF PUBLIC MEETINGS

In March, the Governing Board approved the LRD Rule and Policy Review Schedule and directed me to manage review of District Rules and Policies in accord with the schedule. This month we are scheduled to review our rule Chapter 31-2 Agenda and Scheduling of Public Meetings. The current version of the rule was approved by the LRD Governing Board on October 17, 2013.

I have worked with Mr. Shenkman to carefully review the rule considering existing regulations (e.g., our Enabling Act and Florida Statutes), and we are proposing a complete rewrite of the rule. When you look at the draft rule, you will see the proposed new version of the rule on the first 3 pages followed by the old version of the rule in strike-through format. This month my goal is to obtain feedback from the Board and the public regarding the proposed rule revisions. Then, next month we will bring a final working draft of Rule Chapter 31-2 for Board review and potential approval after a public hearing.

We desire to conduct our business in an open and transparent manner. It is my opinion that the draft revised rule accomplishes this goal by requiring public notice and allowing electronic meeting participation. Also, we removed the specific form of the agenda from the rule, which will allow us to manage agendas in a form appropriate for the various types of public meetings we have (e.g., regular Board meeting, public hearing, Administrative Committee Meeting, Audit Selection Committee, etc).

Staff are seeking Board input regarding the proposed revisions. No Board action is requested at this time; nonetheless, staff look forward to Board input and direction regarding the proposed revisions to Chapter 31-2. It is my intention to address Board input and bring the revised Rule Chapter 31-2 for Board approval at our July Governing Board meeting.

## **CHAPTER 31-2**

### **AGENDA AND SCHEDULING OF PUBLIC MEETINGS**

- 31-2.001 Purpose
- 31-2.002 Definitions
- 31-2.003 Notice of Public Meetings
- 31-2.004 Agenda of Public Meetings
- 31-2.005 Emergency Public Meetings

#### **31-2.001 Purpose**

The purpose of this rule is to promulgate requirements for conducting a Public Meeting in accord with Chapter 2002-358, Laws of Florida, and Florida Statutes 189.417 and 286.011.

#### **31-2.002 Definitions**

Except as discussed below, the general definitions set forth in the enabling legislation of the District, Chapter 2002-358, Laws of Florida, as amended, and as set forth in Loxahatchee River Environmental Control District Chapter 31 Rules apply to this Rule. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Rule, have the meanings hereinafter designated.

- (1) “Communications Media Technology” means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.
- (2) “District” means the Loxahatchee River Environmental Control District.
- (3) “Public Meeting” refers to a meeting hearing or workshop that must be open to the public pursuant to Florida Statute. Such meeting may be open to the public by physical attendance in person or by means of Communication Media Technology.
- (4) “Publish” means to provide on a publicly accessible website maintained by the District.
- (5) “Reasonable Notice” will be provided by publication once in a newspaper of general circulation in Palm Beach and Martin Counties. Reasonable Notice also may be provided on a publicly accessible website maintained by the District. If published on a publicly accessible website, the notice must be continuously posted until the adjournment of the Public Meeting.

*Specific Authority Ch. 2002-358; 189.417 F.S.; 286.011 F.S.; New 07-16-20.*

#### **31-2.003 Notice of Public Meetings**

- (1) Except in the case of emergencies, the Loxahatchee River Environmental Control District must give at least seven (7) days Reasonable Notice of a Public Meeting by publication of the day, time, place, and purpose of the Public Meeting. New Reasonable Notice is not required for Recessed and Reconvened meetings that are announced at the end of a reasonably noticed Public Meeting.
- (2) The advertisement shall be placed in that portion of the newspaper where legal notices

and classified advertisements appear. It is the legislative intent that, whenever possible, the advertisement shall appear in a newspaper that is published at least 5 days a week, unless the only newspaper in the county is published fewer than 5 days a week. It is further the legislative intent that the newspaper selected be one of general interest and readership in the community and not one of limited subject matter, pursuant to chapter 50 F.S.

- (3) Such notice of Public Meeting must state:
  - (a) The date, time and place of the Public Meeting.
  - (b) A brief description of the purpose of the Public Meeting.
  - (c) The address where interested persons can write and website they can access to obtain a copy of the agenda.
- (4) The District may utilize the following form in providing notice of the Public Meeting .

#### NOTICE OF PUBLIC MEETING

The Loxahatchee River Environmental Control District announces a Public Meeting to which all persons are invited.

DATE AND TIME: \_\_\_\_\_

PLACE: \_\_\_\_\_

ELECTRONIC ACCESS: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

A copy of the Agenda may be obtained by writing to the Loxahatchee River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964, or on [www.LoxahatcheeRiver.org](http://www.LoxahatcheeRiver.org).

- (5) If a Public Meeting is to be conducted by means of Communications Media Technology, or if attendance may be provided by such means, the notice must state how persons interested in attending may do so, i.e., providing registration information or hyperlink to online Public Meeting.
- (6) The District may also publish Notice of the Public Meeting on the District's website.
- (7) The District must file quarterly, semiannually, or annually a schedule of its regular Public Meetings with the local governing authorities. The schedule must include the date, time, and location of each scheduled meeting.

*Specific Authority Ch 2002-358, Laws of Florida, 189.417 FS.; History-New 7-16-20.*

#### **31-2.004 Agenda of Public Meetings**

- (1) At least seven (7) days prior to a Public Meeting, the District must prepare and make available an agenda for distribution on the request of any interested person.
- (2) The agenda must list the items in the order they are to be considered. Items on the agenda may be considered out of their stated order with the approval of the person designated to preside. The agenda must list items to be considered at the Public Meeting. If the meeting will be held via Communications Media Technology, the agenda must provide registration information or hyperlink to the online meeting.



- (3) The District may make specific additions or deletions to the agenda after it has been made available for distribution.
- (4) The District must provide that the Public Meeting will be open to the public unless specifically provided otherwise by law.

*Specific Authority Ch 2002-358, Laws of Florida, 286.011 FS. History-New 7-16-20.*

### **31-2.005 Emergency Public Meetings**

The District may hold an emergency Public Meeting, notwithstanding the provisions of 31-2.003 and 31-2.004 contained herein, for the following reasons:

- (1) To address a Board Action to deal with an emergency situation affecting public health, welfare, or safety;
- (2) To address a Board Action involving a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (3) No approval of the annual budget may be granted at an emergency Public Meeting.

Whenever an emergency Public Meeting is scheduled to be held, the District may publish on the District's website and the District must notify, as soon as possible, at least one major newspaper of general circulation in the area where the Public Meeting will take place, of the time, date, place and purpose of the Public Meeting.

*Specific Authority Ch 2002-358 Laws of Florida, FS. 189.417 FS. New 07-16-20.*

- ~~31-2.001—Notice of Meetings~~
- ~~31-2.002—Agenda of Meetings and Workshops~~
- ~~31-2.003—Emergency Meetings and Workshops~~

### **~~31-2.001—Notice of Meetings~~**

- ~~(1) — Except in the case of emergencies, the Loxahatchee River Environmental Control District (hereinafter called District) shall give at least seven (7) days public notice of a regular meeting or workshop by publication in the Palm Beach Post of the day, time, place, and purpose of such meeting. New Public Notice is not required for Recessed and Reconvened meetings that are announced at the end of the meeting. If a bona fide emergency situation exists, the meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as it is subsequently ratified by the Board.~~
- ~~(2) — The advertisement shall be placed in that portion of the newspaper where legal notices and classified advertisements appear. It is the legislative intent that, whenever possible, the advertisement shall appear in a newspaper that is published at least 5 days a week, unless the only newspaper in the county is published fewer than 5 days a week. It is further the legislative intent that the newspaper selected be one of general interest and readership in the community and not one of limited subject matter, pursuant to chapter 50 FS.~~
- ~~(3) — Such notice of meeting or workshop shall state:~~
- ~~(a) — The date, time and place of the event.~~
  - ~~(b) — A brief description of the purpose of the event.~~
  - ~~(c) — The address where interested persons can write to obtain a copy of the agenda.~~
- ~~(4) — The District shall utilize the following form in providing notice of the meeting or workshop:~~

#### **~~NOTICE OF PUBLIC MEETING OR WORKSHOP~~**

~~The Loxahatchee River Environmental Control District announces a public meeting or workshop to which all persons are invited.~~

~~DATE AND TIME: \_\_\_\_\_~~

~~PLACE: \_\_\_\_\_~~

~~PURPOSE: \_\_\_\_\_~~

~~A copy of the Agenda may be obtained by writing to the Loxahatchee River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964.~~

- ~~(5) — The District shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authorities. The schedule shall include the date, time, and location of each scheduled meeting.~~

~~*Specific Authority 120.53 (1) (d) FS. 189.417 FS. Law Implemented 120.53 (1) (d) FS. 189.417 FS. History New 11-12-75, Formerly 31-2.01, Amended 4-5-87, 5-7-92, 5-18-00.*~~

### **~~31-2.002—Agenda of Meetings and Workshops~~**

- ~~(1) — At least seven (7) days prior to a regular meeting or workshop, the District shall prepare~~

~~and make available an agenda for distribution on the request of any interested person.~~

~~(2) — The agenda shall list the items in the order they are to be considered. For good cause stated in the record, items on the agenda may be considered out of their stated order with the approval of the person designated to preside.~~

~~(3) — (a) The agenda shall be specific as to items to be considered. All matters involving the exercise of agency discretion and policy making shall be listed and summarized on the agenda. Additions to agenda items such as "old business," "new business," "other business" or "other matters which may come before the District" or similar terms shall be for consideration of solely ministerial, or internal administrative matters which do not affect the interests of the public generally.~~

~~— (b) The District may utilize the following, or a different form substantially the same in detail, in preparing its agenda:~~

*[remainder of page intentionally left blank]*

~~NAME OF AGENCY  
MEETING TYPE AND NUMBER  
TIME, DATE, AND PLACE OF MEETING  
ALL MEETINGS ARE OPEN TO THE PUBLIC~~

- ~~1. Call to Order and Pledge of Allegiance~~
- ~~2. Administrative Matters~~
  - ~~—— A. Roll Call~~
  - ~~—— B. Previous Meeting Minutes~~
  - ~~—— C. Additions and Deletions to the Agenda~~
- ~~3. Comments from the Public~~
- ~~4. Status Updates~~
  - ~~—— A. Loxahatchee River Watershed~~
  - ~~—— B. Executive Dashboard~~
- ~~5. Consent Agenda~~
- ~~6. Regular Agenda~~
  - ~~—— A. Consent Agenda Items Pulled for Discussion~~
  - ~~—— B. Specific listing of all matters involving District discretion or policy making~~
- ~~7. Reports~~
- ~~8. Future Business~~
- ~~9. Board Comments~~
- ~~10. Adjournment~~

~~(4) — The person designated to preside may make specific additions to the agenda after it has been made available for distribution, only for "good cause" which shall include, but not be limited to, consent of the parties substantially affected by the item to be added to the agenda; provided, however, that the District may consider an item on an emergency basis.~~

~~(5) — The District shall provide that the meeting or workshop shall be open to the public unless specifically provided otherwise by law.~~

~~*Specific Authority 120.53 (1) (d) FS. Law Implemented 120.53 (1) (d) FS. History New 11-12-75, Formerly 31-2.02, Amended 4-5-87, 5-7-92, 5-18-00, 10-17-13.*~~

### **~~31-2.003 — Emergency Meetings and Workshops~~**

~~(1) — The District may hold an emergency meeting or workshop, notwithstanding the provisions of 31-2.001 and 31-2.002 contained herein, for the purpose of acting upon internal administrative and ministerial matters, or where a bona fide emergency exists that involves the exercise of District discretion and policy making. No approval of the annual budget shall be granted at an emergency meeting.~~

~~(2) — Whenever an emergency meeting or workshop is scheduled to be held, the District shall notify, as soon as possible, at least one major newspaper of general circulation in the area where the meeting or workshop will take place of the time, date, place and purpose of the meeting or workshop, so long as it is subsequently ratified by the board.~~

~~*Specific Authority 120.53 (1) (d) FS. 189.417 FS. Law Implemented 120.53 (1) (d) FS., 189.417 FS. History New 11-12-75, Formerly 31-2.03, Amended 5-7-92, 5-18-00.*~~

# LOXAHATCHEE RIVER DISTRICT

## Neighborhood Sewering Schedule-Revised February 2020



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November 2016 Notified to Connect - February 2020	2017	2020
16	181 <sup>st</sup> St N Gravity	11	Notified Owners – January 2013 Notice of Intent to Assess – October 2018	2018	2020
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

### Remnant Areas

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Start Date
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Survey - 2018	2016	2020
	18870+18890 SE Country Club Dr	2	Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018	2018	2020
	US Highway 1 (13440-13500)	3	Notified Owners – August 2017 Notice of Intent – March 2019 Notified to Connect – June 2020	2019	2020
	Thelma Ave. LPSS	3	Notified Owners – September 2017 Notice of Intent to Assess–September 2019	2020	2020
EE	Hobart St SE (Martin Co.)	13	Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2020
	197 <sup>th</sup> PI N	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015		2020



Private Road Areas – Page 2

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	5	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171 <sup>st</sup> Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012	2014	AEO
CC	66 <sup>th</sup> Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
EE	Imperial Woods LPSS	47	Notified Owners – October 2010 Notice of Intent to Assess – September 2017 Notified to Connect – August 2019	2016	2020
FF	Rolling Hills	50	Notified Owners – Jan. 2013 - Private HOA Notice of Intent to Assess – October 2019	2017	2021
FF	Gardiner Lane	1	Notified Owner – July 2013 – Private Road Notice of Intent to Assess – October 2019	2017	2021
FF	North A1A	3	Postponed-Town activities in area	2012	AEO
GG	815 S US 1 (Yum Yum Tree)	9 ecs	Notified Owner – November 2014	2016	AEO
GG	Rockinghorse <i>(north of Roebuck Road)</i>	10	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	38	Notified Owners – January 2013 Private HOA-Received Easement – Feb. 2018 Notice of Intent – July 2018 Construction Award – November 2019	2018	2020
GG	Castle Rd SE	5	Notified Owners – Jan 2013-private road	2018	AEO
GG	Jupiter Rd SE	4	Notified Owners – Jan 2013-private road	2018	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
HH	SE Indian Hills	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO
16	Limestone Creek Road West	71	Notified Owners – January 2013 Private Road	2018	TBD
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011 Working with Jupiter to obtain easement Working with BLM for options to move forward	2019	2020

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

AEO = As easements are obtained

CURTIS L. SHENKMAN  
Board Certified  
Real Estate Attorney

## CURTIS SHENKMAN, P.A.

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**LEGAL ASSISTANTS**  
**REAL ESTATE**  
JUDY D. MONTEIRO  
DENISE B. PAOLUCCI  
MELISSA KAJEEJIT

June 8, 2020

Loxahatchee River Environmental Control District  
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to DHenderson)  
2500 Jupiter Park Drive  
Jupiter, FL 33458

**RE:** PENDING LITIGATION STATUS REPORT

Dear Dr. Arrington and Board Members:

We are enclosing herewith a brief status report relating to the litigation in which the Loxahatchee River Environmental Control District is involved with our law firm as the attorney of record. This status report updates the last monthly status report previously submitted and consists of a summary of the record proceedings which have occurred in each of the pending cases since last month.

There are no analyses of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

***CURTIS L. SHENKMAN***

CURTIS L. SHENKMAN

Attachments

### **OTHER LITIGATION**

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND  
FOR PALM BEACH COUNTY, FLORIDA  
CASE NO. 50-2019 CA 014447 XXXX MB AB

FRED BEMAN, Plaintiff,  
vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

December 6, 2017. Auto Accident involving District vehicle and vehicle driven by Fred Beman.

April 15, 2020. Summons & Complaint served upon the District.

April 20, 2020. Attorney Lyman Reynolds, appointed be District's Insurance Carrier to Defend the District under the District's Insurance Policy.

May 4, 2020. District's Motion to Dismiss filed.

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### **LIEN FORECLOSURES**

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**NONE**

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### **MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS**

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND  
FOR PALM BEACH COUNTY, FLORIDA

**CASE NO. 50-2020-CA-004611XXXXMB Div AW**

DAVID P. BROOKS, Trustee of the David P. Brooks  
Revocable Trust dated November 19, 1999,  
Plaintiff,

vs.

CLIVE BRAAM BOTHA; CRYSTAL MAUREEN DAVIS;  
FEDEX CORPORATE SERVICES, INC., a foreign for  
profit corporation; LOXAHATCHEE POINT HOMEOWNERS ASSOCIATION, INC.,  
a Florida non-profit corporation; LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT,  
Defendants.

April 29, 2020. Summons & Complaint served upon the District.

April 29, 2020. Attorney Stuart Young, District's Bankruptcy/Foreclosure counsel engaged.

May 11, 2020. District's ANSWER, AFFIRMATIVE DEFENSES, COUNTERCLAIMS, & CROSS CLAIMS in preparation for filing.

June 2020, District Dropped as a party Defendant. This is the final litigation report on the lawsuit.



***Loxahatchee River Environmental Control District***  
***Monthly Status Report***  
***June 11, 2020***

***Submitted To: Kris Dean, P.E, Deputy Executive Director/Director of Engineering***

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The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending June 11, 2020.

**Alternate A1A 16-Inch Force Main Extension**

The following items were ongoing or completed during the last monthly period:

- B&W conducted an inspection on March 20, 2020 to determine the status of construction and a punch-list was prepared. B&W received signed and sealed as-builts from the Contractor on June 4, 2020. B&W will submit for Health Department clearance and will issue a Certificate of Substantial Completion when clearance is obtained. A re-inspection to confirm punch list items have been corrected or completed is scheduled for June 9, 2020.

**Master Lift Station No. 1 Rehabilitation**

The following items were ongoing or completed during the last monthly period:

- As previously reported, the punch-list is complete except for installation of switch assemblies to provide local control capabilities of the pneumatic actuators and some paperwork. The above referenced switch assemblies were installed on June 4, 2020 and functional testing by the District is in progress.

**Olympus Drive Force Main and Low Pressure Sewer Replacement**

The following items were ongoing or completed during the last monthly period:

- B&W submitted the 50% design package to the District on May 15, 2020.
- On May 29, 2020, the District informed B&W that they are currently investigating / pot-holing an existing section of AC force main on the west-side of US Hwy 1 at Rolling Green Road. The District to inform B&W when this investigation is complete, and the District is ready to discuss possible improvements at this location and review the 50% design package.

**Alternate A1A 24-Inch Force Main Cleaning & Inspection**

The following items were ongoing or completed during the last monthly period:

- B&W received comments back from the District on the 75% submittal on May 20, 2020.

### **Irrigation Quality 511 (IQ-511) Pump Station Piping Improvements**

The following items were ongoing or completed during the last monthly period:

- B&W submitted the 50% design package to the District on May 1, 2020.
- 50% Comments received from the District on May 20, 2020.
- B&W submitted Addendum 1 on May 29, 2020 to the District for the electrical design work by Hillers Electric.
- The District requested additional information regarding Addendum 1 on June 5, 2020.
- B&W provided hourly breakdown of Hiller's fee on June 10, 2020 to the District.
- B&W is currently working on the 50% design revisions to the civil, mechanical and structural elements of the design. The electrical design will be incorporated with the 90% design submittal.

### **Lift Station Fall Protection Improvements**

The following items were ongoing or completed during the last monthly period:

- B&W received the requested inspection reports and photo log from the District on June 9, 2020.

Respectfully Submitted by:

**BAXTER & WOODMAN, INC.**



Rebecca Travis, P.E.

Vice President / Florida Division Manager





**HOLTZ CONSULTING ENGINEERS, INC.**  
270 South Central Boulevard, Suite 207, Jupiter, FL 33458 (561) 575 2005

**MEMORANDUM**

**To:** Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District  
**From:** Christine Miranda, PE, Holtz Consulting Engineers, Inc.  
**Date:** June 10, 2020  
**Subject:** **Loxahatchee River Environmental Control District Monthly Status Report**

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The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through June 10, 2020. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

**Island Country Estates Low Pressure Sewer System**

- A walkthrough with District and HCE staff, the contractor, the paving subcontractor, and representatives from the HOA occurred on May 27 and 29, 2020. The Contractor is currently working on completing all punchlist items. HCE issued a Certificate of Substantial Completion on May 29, 2020. HCE is reviewing the record drawings provided by the Contractor. As soon as acceptable record drawings are received, the certification package to place the system into operation will be submitted to the FDEP.

**Lift Station No. 082 Improvements**

- Comments on the 90% submittal package were received from District staff on May 19, 2020. On May 28, 2020, a review meeting was held with District and HCE staff, and the electrical subconsultant. The HCE team is currently working on making the revisions to the plans and specifications. The 100% submittal will be provided to District staff by June 26, 2020.

**Lift Station #161 and Lift Station #291 Emergency Generator Project**

- Comments on the 90% submittal package were received from District staff on May 22, 2020. On May 28, 2020, a review meeting was held with District and HCE staff, and the electrical subconsultant. The HCE team is currently working on making the revisions to the plans and specifications. The 100% submittal will be provided to District staff by June 26, 2020.

**SE Hobart Street Low Pressure Force Main System**

- The plans are complete and the FDEP permit has been issued. This project is ready for construction.



### **Rolling Hills Sewer System Evaluation**

- The draft technical memorandum was transmitted to District staff on June 2, 2020. Since the transmittal of the draft tech memo, HCE has obtained the Martin County Health Department septic tank records. This information is currently being analyzed and will be utilized to amend the technical memorandum. A revised memorandum will be provided to District staff by June 17, 2020.

### **Country Club Drive Force Main Transmission System Preliminary Evaluation**

- HCE is currently working on the modeling of the system. It is anticipated that the modeling efforts for this project will be completed by the end of June.

### **Emergency Response ESRI Collection Tool & Synovia Vehicle Tracking Assistance**

- HCE has been working on the system to assist the District with the modifications and implementation of their ArcGIS Online (AGOL) published webmap and dashboard services to collect pertinent lift station and low-pressure data using the ESRI collector app during LRD's emergency response protocol. District and HCE staff met on June 10, 2020 to review the low-pressure map. Upon finalization of the map, field testing of the collector maps using the collector tool will be performed.

# ***Busch Wildlife Sanctuary***

The 2nd Quarter Report will be presented at the  
July 2020 Board Meeting.

# Director's Report

- ▶ Admin. & Fiscal Report attach. #1
- ▶ Engineering Report attach. #2
- ▶ Operations Report attach. #3
- ▶ Information Services Report attach. #4
- ▶ Environmental Education attach. #5
- ▶ Safety Report attach. #6
- ▶ Other Matters (as needed) attach. #7

J:\Board\Notebook\Directors Report

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: June 12, 2020  
Subject: Monthly Financial Report

## Cash and Investments

**Balances as of May 31, 2020**

**Certificates of Deposit:**

<b>Institution</b>	<b>Original Term</b>	<b>Maturity</b>	<b>Rate</b>	<b>Book Value</b>	<b>Monthly Interest Earned</b>	<b>Market Value</b>
Bank United	18 Months	06/07/20	2.88%	\$ 1,500,000	\$ 3,819	\$ 1,565,214
US Bank	2 Years	01/29/21	2.71%	1,011,450	2,175	1,048,338
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,271	1,032,195
<b>Subtotal</b>				<b>\$ 3,511,450</b>	<b>\$ 8,265</b>	<b>\$ 3,645,747</b>
<b>Money Market Accounts:</b>						
Synovus - Public Demand			0.50%		\$ 5,230	\$ 12,318,008
TD Bank - NOW			0.25%		1,744	8,237,931
<b>Subtotal</b>					<b>\$ 6,974</b>	<b>\$20,555,939</b>
<b>Checking Account:</b>						
SunTrust-Hybrid Business Account			0.50%		\$ 2,522	\$ 10,908,767
<b>Subtotal</b>					<b>\$ 2,522</b>	<b>\$10,908,767</b>
<b>Total</b>					<b>\$ 17,761</b>	<b>\$35,110,453</b>

Average weighted rate of return on investments is: .68%

As of 05/31/20:

3 month Short Term Bond: .14%

1 month Federal Fund Rate: .05%

Cash position for May 2019 was \$36,569,038. Current Cash position is **down** by \$1,458,858.

Gordon M. Boggie  
Board Member

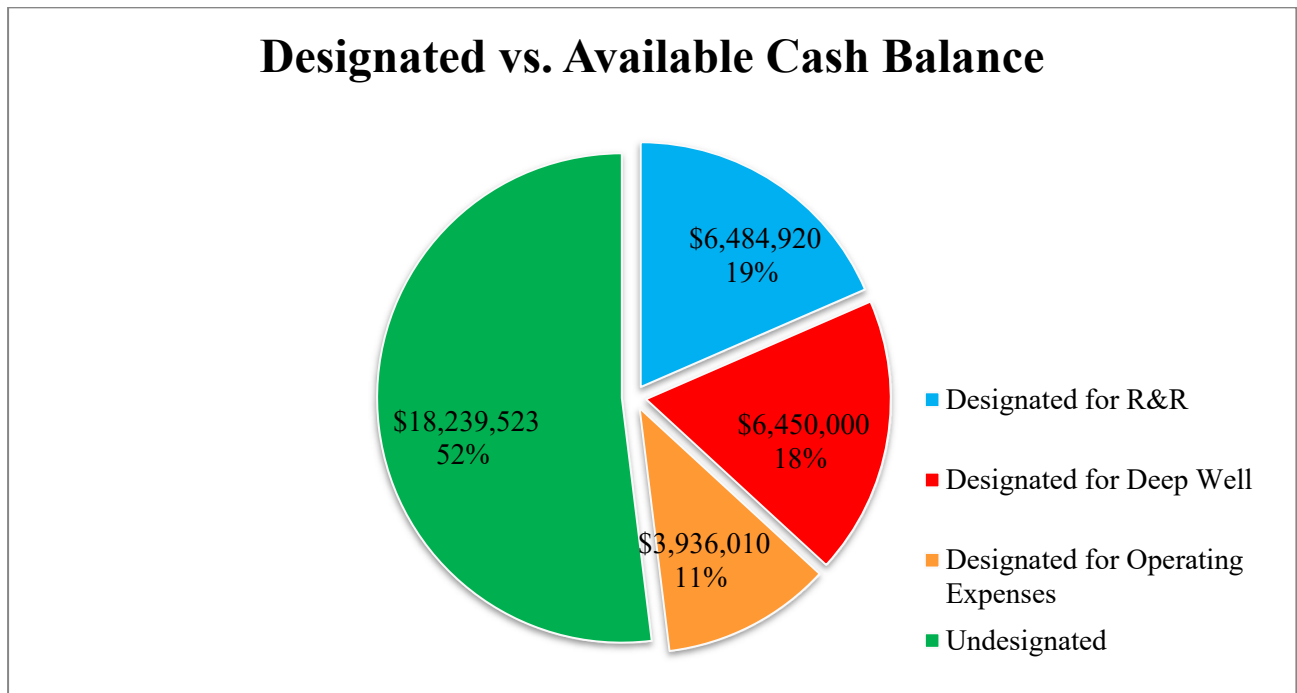
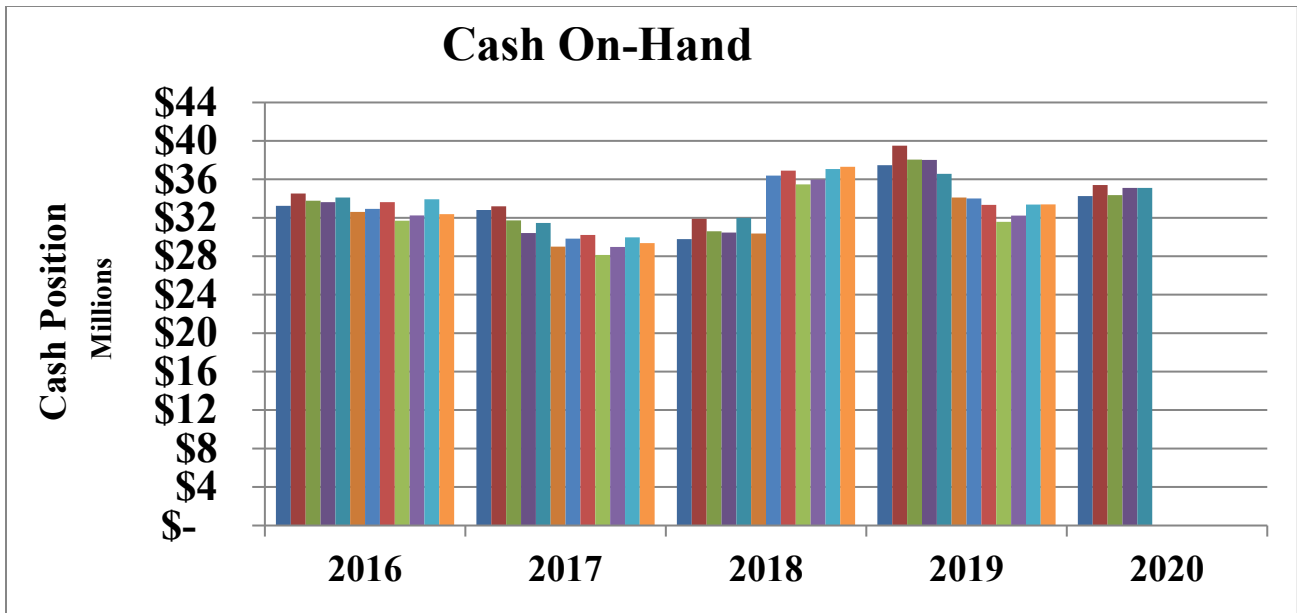
Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member





## Financial Information

- Legal fees billed for the month of May were **(\$265)**. The fiscal year-to-date total is \$59,290.
- There was no Septage billing for the month of May. The fiscal year-to-date total is \$225.
- Developer's Agreement – There no new Developer Agreements in May.
- I.Q. Water Agreements – Fairways of Jupiter, Martinique, and Valencia are past due for April and May; Osceola Woods and Work Place Florida are past due for May.
- Estoppel fees collected in May totaled \$5,200. The fiscal year-to-date total is \$51,125.

## Summary of Budget vs. Actual

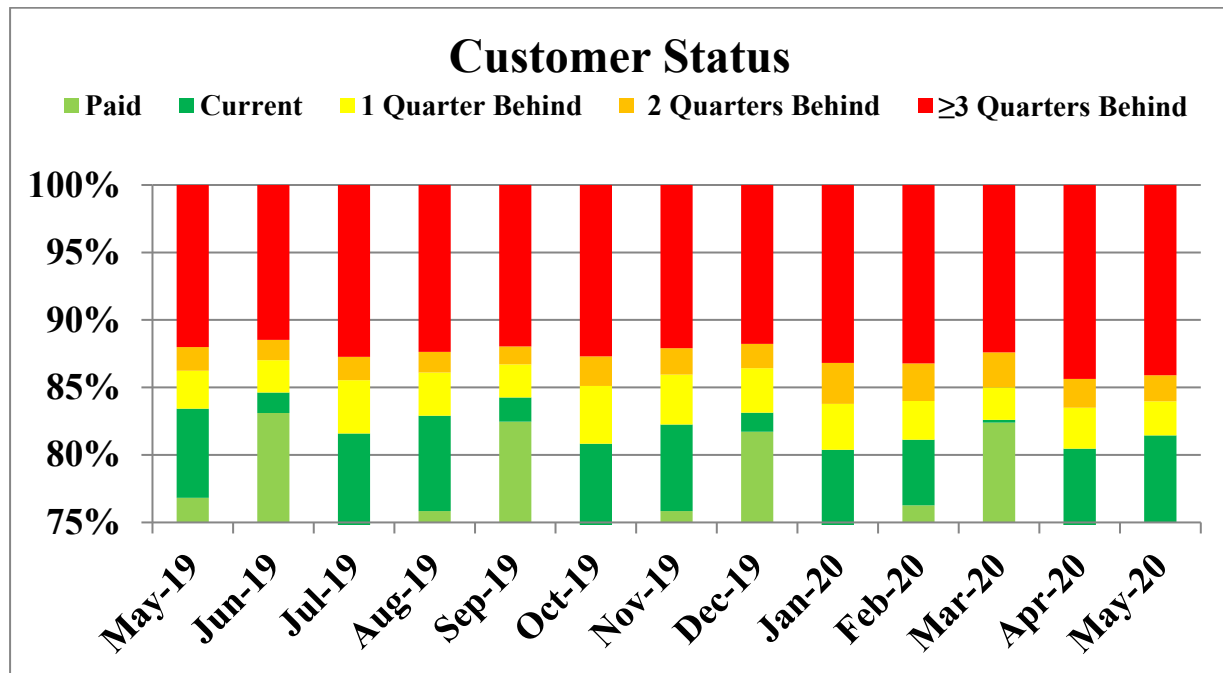
<i>Budget Benchmark</i> 67.00%	<b>May-20</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>FY 20</b> <b>Budget</b>	<b>Favorable</b> <b>(Unfavorable)</b>	<b>Budget</b> <b>Expended</b>	<b>May-19</b> <b>YTD</b>
<b>Revenues</b>						
<b>Operating Revenues</b>						
Regional Sewer Service	\$1,426,023	\$11,321,050	\$17,324,020	\$ (6,002,970)	65.35%	\$11,176,513
Standby Sewer Service	8,089	61,442	98,458	(37,016)	62.40%	65,685
IQ Water Charges	199,340	1,594,717	2,004,752	(410,035)	79.55%	1,576,961
Admin. and Engineering Fees	3,921	80,047	42,295	37,752	189.26%	34,676
Other Revenue	10,660	251,255	300,000	(48,745)	83.75%	302,858
<b>Subtotal Operating Revenues</b>	<b>1,648,033</b>	<b>13,308,511</b>	<b>19,769,525</b>	<b>(6,461,014)</b>	<b>67.32%</b>	<b>13,156,693</b>
<b>Capital Revenues</b>						
Assessments	22,795	1,062,626	864,897	197,729	122.86%	1,140,077
Line Charges	18,216	297,677	201,337	96,340	147.85%	168,423
Plant Charges	37,276	486,260	1,012,727	(526,467)	48.01%	357,313
Capital Contributions		163,877	1,000,000	(836,123)	16.39%	56,132
<b>Subtotal Capital Revenues</b>	<b>78,287</b>	<b>2,010,440</b>	<b>3,078,961</b>	<b>(1,068,521)</b>	<b>65.30%</b>	<b>1,721,945</b>
<b>Other Revenues</b>						
Grants				-	100.00%	
Interest Income	31,774	912,251	1,127,200	(214,949)	80.93%	1,108,758
<b>Subtotal Other Revenues</b>	<b>31,774</b>	<b>912,251</b>	<b>1,127,200</b>	<b>(214,949)</b>	<b>80.93%</b>	<b>1,108,758</b>
<b>Total Revenues</b>	<b>\$ 1,758,094</b>	<b>\$ 16,231,202</b>	<b>\$ 23,975,686</b>	<b>\$ (7,744,484)</b>	<b>67.70%</b>	<b>\$ 15,987,396</b>
<b>Expenses</b>						
Salaries and Wages	\$391,075	\$3,345,224	\$5,873,500	\$ 2,528,276	56.95%	\$3,239,149
Payroll Taxes	29,601	251,669	427,300	175,631	58.90%	242,550
Retirement Contributions	56,814	510,830	734,200	223,370	69.58%	471,574
Employee Health Insurance	102,676	799,791	1,308,800	509,009	61.11%	722,331
Workers Compensation Insurance		86,417	99,800	13,383	86.59%	89,197
General Insurance	145,713	360,233	364,107	3,874	98.94%	337,379
Supplies and Expenses	64,776	628,331	1,132,675	504,344	55.47%	654,695
Utilities	99,906	807,435	1,394,850	587,415	57.89%	873,011
Chemicals	39,329	253,069	452,000	198,931	55.99%	371,204
Repairs and Maintenance	78,673	1,200,294	1,814,429	614,135	66.15%	1,285,484
Outside Services	179,949	1,104,613	1,917,360	812,747	57.61%	1,173,318
Contingency			225,000	225,000	0.00%	
<b>Subtotal Operating Expenses</b>	<b>1,188,512</b>	<b>9,347,906</b>	<b>15,744,021</b>	<b>6,396,115</b>	<b>59.37%</b>	<b>9,459,892</b>
<b>Capital</b>						
Capital Improvements	467,120	4,878,591	13,579,107	8,700,516	35.93%	7,933,356
<b>Subtotal Capital</b>	<b>467,120</b>	<b>4,878,591</b>	<b>13,579,107</b>	<b>8,700,516</b>	<b>35.93%</b>	<b>7,933,356</b>
<b>Total Expenses</b>	<b>\$ 1,655,632</b>	<b>\$ 14,226,497</b>	<b>\$ 29,323,128</b>	<b>\$ 15,096,631</b>	<b>48.52%</b>	<b>\$ 17,393,248</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ 102,462</b>	<b>\$ 2,004,705</b>	<b>\$ (5,347,442)</b>	<b>\$ 7,352,147</b>		<b>\$ (1,405,852)</b>

## Pending/Threatened Litigation

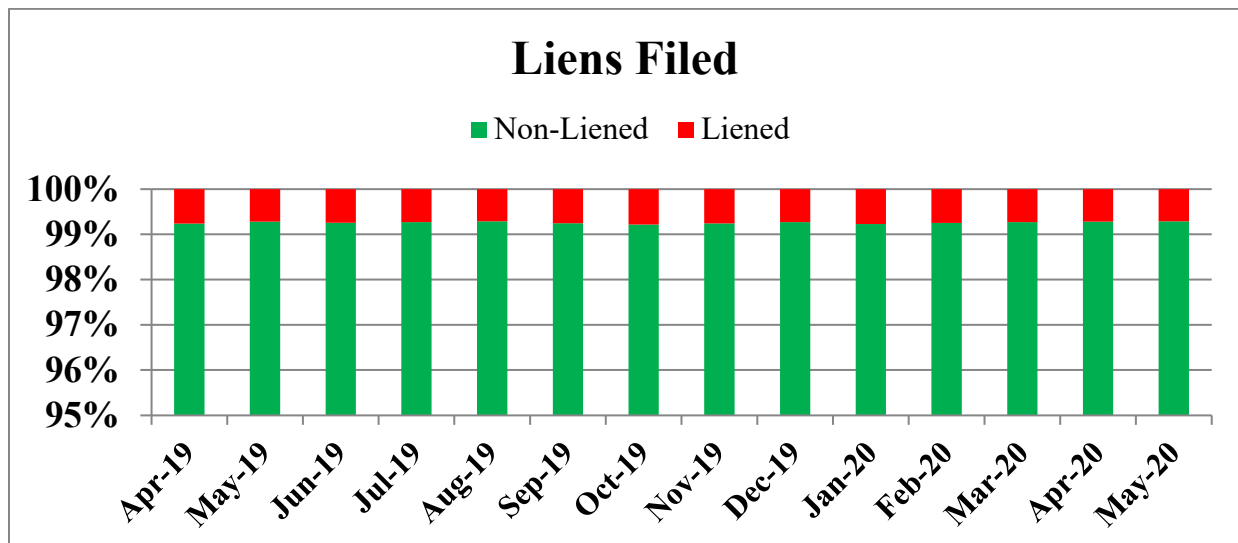
- Whispering Trails – The District received a formal notice that a negligence claim is being made on behalf of a resident of Whispering Trails as a result of a personal injury incident. We notified the District’s legal counsel, the project engineers, the contractor, and the District’s General Liability Insurance provider, PRIA. The contractor has filed a claim with their insurance company, where we are named as an additional insured.
- Vehicle Accident – The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District’s General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent the District.

## Accounts Receivable

The chart below illustrates customers’ receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 81% billing.



The District serves approximately 32,700 customers. Currently, the District has 233 liens filed which represent approximately 1% of our customers.



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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services

DATE: June 11, 2020

SUBJECT: Engineering Services Report

### PROJECT HIGHLIGHT

**Data Collection and Project Tracking:** As we continue to expand Engineering into InforEAM Engineering and IT staff collaborate to build data collection tools. These tools are proving to be excellent means of communication between field, office, consultants and contractors. The following are two examples.

The first, pictured to the right, is being used by staff to collect detailed measurements of lift station hatch openings for use in the design of new lift station fall protection. We were able to create one work order for all lift stations which included measurement requirements. This work order was completed by one staff member, however, using one work order and working in InforEAM where everyone has access to the information we could have used as many staff as were available without a large coordination effort and without duplicating work. When the data collection is complete it will be exported from InforEAM and provided to the consultant to begin design.

10	LS003-WW	WET WELL	FALL PROTECTION	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
20	LS003-WW	WET WELL	GUIDE RAIL SIDE CLEAR OPENING WIDTH	<input type="text" value="43"/> IN
30	LS003-WW	WET WELL	RIGHT SIDE GUIDE RAIL CLEARANCE	<input type="text" value="5.5"/> IN
40	LS003-WW	WET WELL	LEFT SIDE GUIDE RAIL CLEARANCE	<input type="text" value="5"/> IN
50	LS003-WW	WET WELL	FULL DEPTH (CONCRETE OPENING)	<input type="text" value="37"/> IN
60	LS003-WW	WET WELL	CONCRETE/MOUNTING FRAME HEIGHT	<input type="text" value="2"/> IN
61	LS003-WW	WET WELL	HATCH FRAME HEIGHT	<input type="text" value="2"/> IN
70	LS003-WW	WET WELL	DEPTH OF HATCH	<input type="text" value="3"/> IN
80	LS003-WW	WET WELL	PICTURE OF OPENING - FROM WW HINGE SIDE	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
90	LS003-WW	WET WELL	COMMENTS	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>

The second, pictured below, is a simple 6 step checklist denoting critical milestones in a lining project starting at the initial cleaning and TV survey and culminating with GIS and EAM updates (record information) at the completion of the project. This simple checklist is being used to track progress, monitor schedule compliance and verify all the work has been completed with the end result being much better communication between the field, the office and the contractor. Similar checklists are being created for all inspections and testing.

5	LS001-GS010	GRAVITY SERVICE	CLEANED/TV	Completed: <input checked="" type="checkbox"/>
10	LS001-GS010	GRAVITY SERVICE	LINED	Completed: <input checked="" type="checkbox"/>
15	LS001-GS010	GRAVITY SERVICE	POST TV	Completed: <input checked="" type="checkbox"/>
20	LS001-GS010	GRAVITY SERVICE	TV REVIEW	<input type="text" value=""/>
25	LS001-GS010	GRAVITY SERVICE	GIS UPDATED	Completed: <input type="checkbox"/>
30	LS001-GS010	GRAVITY SERVICE	EAM UPDATED	Completed: <input type="checkbox"/>

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## **IN-HOUSE PROJECTS**

*Lift Station Rehabilitations General Construction Services:* Lift Station 101 and 56 should be complete by September 2020. Our overall lift station rehabilitation projects are slowly getting back on schedule and should be completed by the end of this fiscal year.

*Cellular Telemetry:* Staff are coordinating with a consultant for an evaluation of the proposed systems and pilot installations to determine the best value option for the District's 157 unmonitored stations. Based on the best value option(s) the District will standardize to this option and proceed with procurement and installation of the units. The new telemetry will provide power, pump and level status as well as offer battery backed up communication to the stations. The battery backup and level status will be key features used in managing an emergency response to significant power failure in our service area.

*181<sup>st</sup> Street Gravity Sewer System:* This project will serve 11 lots located just off Limestone Creek Rd. The new system will tie into an existing gravity system in Limestone Creek Rd. Design is complete. Staff will be working on bidding documents through June/July with a potential recommendation of award being brought to the Board at the August meeting.

*Fiscal Year 2020 Main Lining Projects:* Main lining in Lift Station 057 and 058 collection systems and the Brentwood/Weldwood areas are complete. This month, Tab 5C includes a proposed award that will allow us to move forward with lining in Lift Station 054's collection system.

*Fiscal Year 2020 Lateral Lining Projects:* The contractor has mobilized and is working in the Brentwood/Weldwood system as well as Lift Station 057 with two crews. Staff are working in InforEAM tracking work completed for each system making monthly status reporting much simpler and more accurate.

*Lift Station 70 Emergency Generator and Power/Control Panel:* This project provides a permanent emergency generator at Lift Station 70 and a new power and control panel including variable speed pump drives. The station went fully online as we prepared for Hurricane Dorian. Staff and the contractor have resolved communication and monitoring points between the control panel, generator and data flow telemetry system. This project is complete.

## **CONSTRUCTION**

The Construction department investigated a possible IQ water leak in Abacoa on Dakota Dr. After two exploratory excavations it was determined to be a private irrigation line, not the District's IQ main





## **COLLECTIONS AND REUSE**

IQ 518 is the Master Reclaimed Pump Station in Abacoa located off Barbados Dr. Pictured to the right is a contractor replacing the jockey pump at the station. The jockey pump is a smaller pump designed to deliver much lower flows when the Abacoa system is off peak demand. The jockey pump works in conjunction with the hydropneumatics tank to limit short cycling of the main pumps resulting in extended pump life.



## **SANITARY SEWER OVERFLOWS**

There were four sanitary sewer overflows in the collection/transmission system in May.

The first overflow was 300 gallons from a broken clay service lateral. The clay lateral was broken by a FPL conduit installation via directional drill. The installation happened several months back and no evidence of the locates at the location remained to determine if it was contractor or locate error.

The second overflow was 5 gallons from a failed low pressure check valve in the right of way service box. The check valve was an old PVC “flapper” valve. Staff replaced the service box valve assembly with our current standard brass ball valve, brass check valve and schedule 80 PVC nipples.

The third overflow was 2,500 gallons from a blocked 8” gravity main. When staff cleared the blockage they were unable to determine what the blockage was. This is a PVC system installed in the mid-90’s and we would not expect any issues outside of grease. Staff are coordinating for further investigations.

The fourth overflow was 1,000 gallons from a blocked 8” gravity main. This main is a known issue and we have a current PO to have it descaled and lined as well as a recurring work order to visually check the system until the lining occurs. Unfortunately, the work order “fell through the cracks” as we navigated recent staffing turn over.

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D. Albrey Arrington, Ph.D., Executive Director

## **MEMORANDUM**

TO: Albrey Arrington, Ph.D., Executive Director

FROM: Jason A. Pugsley, P.E., Operations – Plant Manager

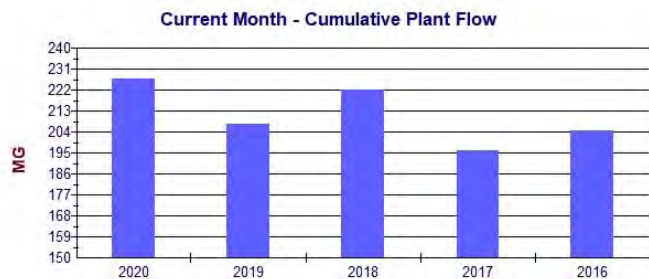
DATE: June 12, 2020

SUBJECT: Operations Department - Monthly Report for May 2020

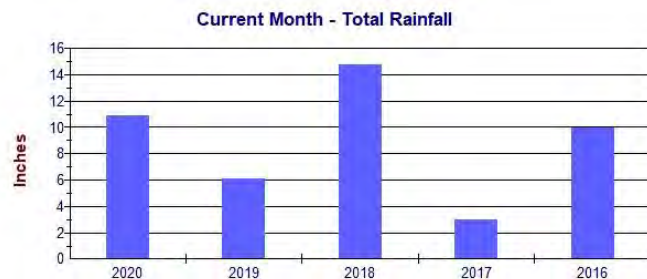
### **Treatment Plant Division/ Maintenance Department**

Overall the month of May was successful and productive with no permit exceedances and all monthly reports prepared and submitted on time. The treatment plant ran well and was capable of meeting all treatment objectives. We experienced significant rainfall during the month of May. During the month we received a total of 10.86-inches of rainfall compared to just 3.11-inches during the prior month (i.e. April 2020). While this rainfall was welcomed after such a long protracted period without rainfall, it did create some challenges due to the resulting high influent flows received by the plant. The plant received a cumulative influent flow of approximately 226.84 million gallons (MG) which is an increase over the April 2020 (206.68 MG) and May 2019 (~205 MG) cumulative flows. More significantly, the peak hour flow (PHF) rate to the plant during the month of May was 12,846 gallons per minute (gpm) which equates to an equivalent daily flow rate of 17.98 MGD. The PHF was the highest PHF recorded for the month of May over the past 5 year period. Further, this PHF rate is approximately 96.4% of the maximum permitted injection well flow rate of 18.65 MGD (12,950 gpm). During these unusually high flow periods, all treated effluent was directed to the injection well using all four (4) injection well pumping units. It was necessary to divert all treated flows to the injection well since the onsite IQ water storage ponds / lakes were near capacity.

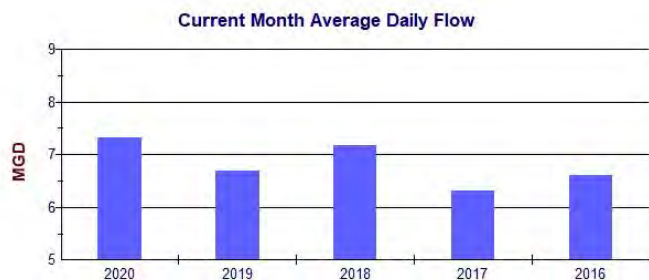
The plant did experience two (2) unauthorized discharges during the month of May. The first discharge resulted in approximately 100-gallons of IQ water being discharged to grade. The discharge occurred due to a leak in a buried 2-inch diameter, Schedule 40 PVC coupling on an IQ main in the vicinity of the WildPine Laboratory. Upon discovery, the leak was quickly isolated, cleaned and repaired. The second discharge resulted in approximately 223-gallons of secondary effluent being discharged to grade. The leak occurred at a construction joint on the effluent box of Secondary Clarifier No. 2. The leak was only discovered due to the significant rainfall received and the associated high hydraulic loads experienced within Clarifier No. 2. The higher than normal water levels in the effluent launder provided enough head pressure to expose a leak which would not have occurred under normal flow conditions. Upon discovery of the leak, Staff from Maintenance and Collections repaired the leak by injecting the structure with epoxy the same day. Staff has since completed a site inspection with the tank manufacturer to determine appropriate steps for a permanent repair. Both releases were reported to the appropriate regulatory agencies.



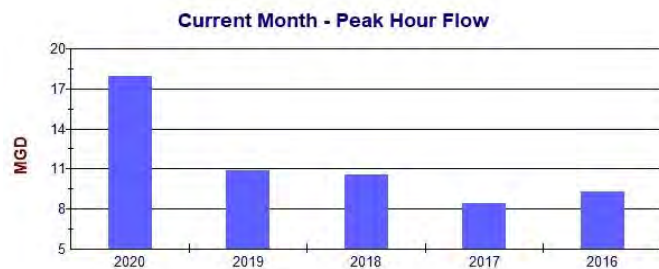
The Cumulative Influent Flow to the plant for the month of May was 226.84 million gallons.



10.86 inches of total rainfall was recorded at the plant site during the month of May.



The Average Daily Flow (ADF) for the month of May was recorded at 7.32 MGD compared to 6.69 MGD one year ago, for the same month.

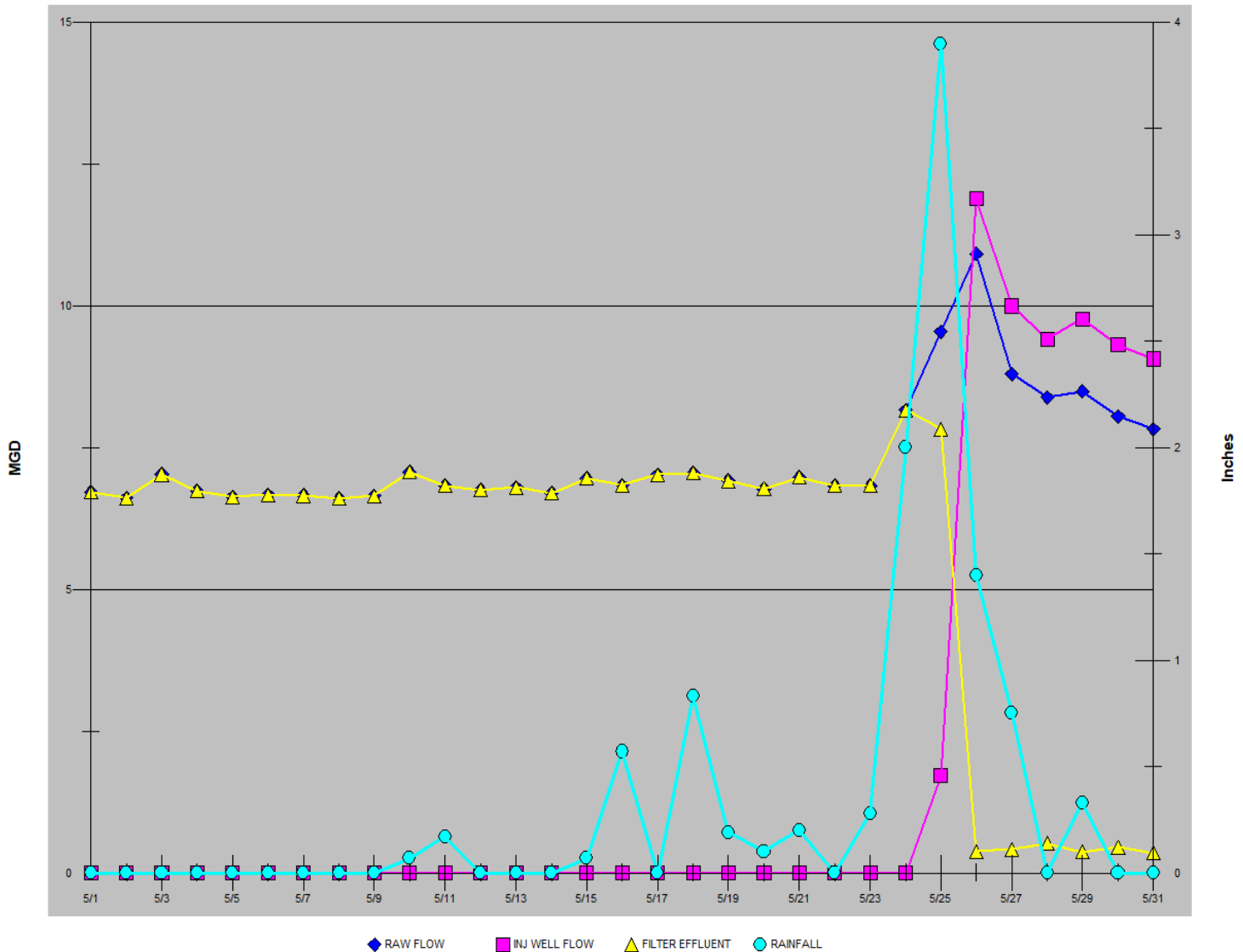


The Peak Hour Flow (PHF) for May was 12,486 GPM which equates to an equivalent daily rate of 17.98 MGD.



The Maximum Daily Flow (MDF) in May was 10.92 MGD.

For the month of May, the cumulative influent flow to the plant was 226.84 MG of which 175.16 MG was sent to the IQ storage system where it was distributed, as needed, to the various golf courses and the Abacoa development sites. A total of 10.86 inches of rainfall was recorded at the site during the month and 61.16 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 77.21% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 189.93 million gallons of IQ water to the reuse customers during the month of May.



Year to date, approximately 74.52% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 851.98 million gallons.

**All monthly reporting has been submitted on time.**



## **Treatment Plant:**

During the month of May, the Operations Staff continued to work diligently to perform routine monitoring, sampling and general maintenance of equipment and structures. A few key projects completed this month were the painting of the in-line flow meters and piping at Filter Pump Station No. 1, Filter Pump Station No. 2 and the Deep Bed Filters.



**Filter Pump Station No. 2 – Inline Flow Meter**



**Deep Bed Filters – Inline Flow Meters/Piping**

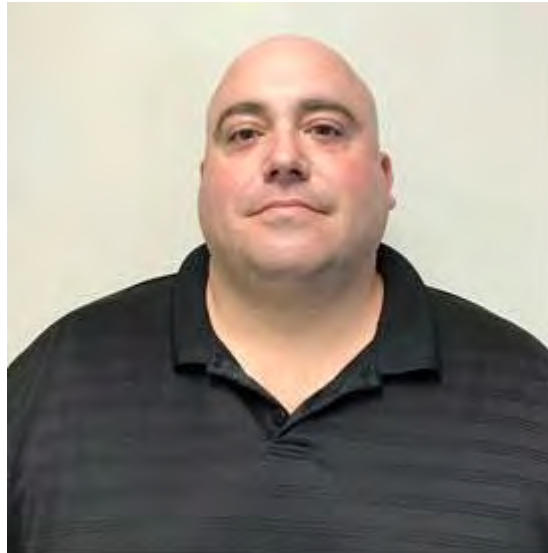
Operations Staff also drained and inspected the backwash recovery basin. Upon inspection there was minimal grit and sand observed in the bottom of the basin. Staff are planning to remove and properly dispose of the grit and sand in the near future. Concurrently, Staff reviewed and evaluated the current filter media depth in each of the six (6) deep bed filter units. Based on the inspection it appears that there has been a minimal loss of media within each filter unit since October 2018 when the filters were placed into full-time service. The media loss observed is considered to be acceptable.





During the month of May, the District's Industrial Pretreatment Coordinator, Deveyand Dave, prepared and submitted the District's annual Pretreatment Inspection Report and participated in the annual inspection teleconference with Florida Department of Environmental Protection. I am happy to report that the District passed without comment or revisions. Great work Deveyand!

Lastly, but certainly not least, I wanted to recognize Plant Operator Trainee Paul Canzanella on passing his Wastewater C licensure examination. Paul has become an integral member of the Operations Team and is definitely earning his stripes. We look forward to seeing Paul continue to progress in his role at the District.



## **Maintenance Department:**

The Maintenance Department continued to efficiently perform planned maintenance (PM) tasks over the last monthly period. In addition to the completion of standard PM tasks the Maintenance Department addressed non-routine maintenance items as well as “special projects”. A few examples of these types of projects are presented below.

During the month of May there were pump failures at the Equalization (EQ) Return Pump Station and the Return Activated Sludge (RAS) Pump Station. These pump stations are critical to the overall treatment process. The EQ pumps convey influent wastewater, which was previously diverted to the EQ storage tanks during peak flow periods, back to the secondary treatment process upstream of the aerbay structure. The re-introduction of this stored wastewater into the secondary treatment process occurs during lower flow periods each day. It is essential that this diverted flow is redirected at a consistent rate to ensure process stability and to ensure that there is adequate capacity in the EQ tanks to absorb the cyclic daily peak flows which occur at the plant. The RAS pumps are also critical to the overall treatment process since they return activated sludge (as mixed liquor suspended solids, MLSS) from the secondary clarifier units to the aerbays. The return of MLSS to the aeraby ensures that the quantity of microbial biomass is sufficient to perform the required aerobic biological treatment processes which occur in the aerbays.

The replacement of pumps at the EQ Pump Station and RAS Pump Station requires coordination with multiple District departments. Operations staff make the necessary process adjustments to ensure treatment objectives are met during replacement of the pumping units. Warehouse Staff identify and supply stored spare pumps for use and pump change-out. They also maintain the parts and equipment necessary for Maintenance to repair/rebuild the pumps upon removal. Collections typically assists maintenance with the removal of these pumps since they are located within enclosed areas which require the use of a boom truck to remove the pumping units. By using a Team approach, the Maintenance was capable of safely and efficiently changing out the failed pumps with minimal operational impact to the plant treatment processes. Upon removal, the Maintenance Team began rebuilding each of the pumping units so that they would be available for future use.



**EQ Pump Station – Pump Removal**



**EQ Pump Station – Pump Removal**



**EQ Pump Station – Pump Removal**



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director

FROM: Bud Howard, Director of Information Services

DATE: June 11, 2020

SUBJECT: Monthly Governing Board Update for May 2020

## WildPine Ecological Laboratory

### Riverkeeper Project

In May, staff from the lab collected water quality samples from 22 monitoring stations throughout the watershed. We collected an additional 48 bacteria samples for several projects, including our weekly bacteria monitoring program and our partnership project with Town of Jupiter studying Sims and Jones Creeks. The results showed water quality throughout the watershed degraded some in May when compared to April, due in large part to lower scores for bacteria (yellow to red). These results are presented in our new, simplified “Water Quality Score Card” that shows the total number of samples analyzed, and then computes the percentage of samples scoring “Good” when compared to their FDEP/EPA water quality standard.



TN: Total Nitrogen, TP: Total Phosphorus, CLA: Chlorophyll a, BAC: Enterococci, E. coli and Fecal coliform bacteria

Year	Month	CountTN	PctGoodTN	CountTP	PctGoodTP	CountCLA	PctGoodCLA	CountBAC	PctGoodBAC
2019	May	23	95.7%	23	87.0%	23	65.2%	81	85.2%
2019	June	15	100.0%	15	86.7%	17	52.9%	65	75.4%
2019	July	26	100.0%	26	73.1%	27	33.3%	76	85.5%
2019	August	44	93.2%	44	50.0%	44	47.7%	92	59.8%
2019	September	35	85.7%	35	45.7%	35	45.7%	79	87.3%
2019	October	33	93.9%	34	76.5%	32	43.8%	82	90.2%
2019	November	35	97.1%	35	77.1%	35	65.7%	82	80.5%
2019	December	16	100.0%	16	87.5%	16	87.5%	62	85.5%
2020	January	47	85.1%	47	55.3%	47	72.3%	98	76.5%
2020	February	25	96.0%	25	100.0%	25	72.0%	73	89.0%
2020	March	15	100.0%	15	100.0%	15	80.0%	64	87.5%
2020	April	25	100.0%	25	80.0%	25	52.0%	75	88.0%
2020	May	8	87.5%	22	86.4%	22	59.1%	70	65.7%
Total		347	93.9%	362	72.4%	363	58.1%	999	80.9%

Total Nitrogen (TN) analyses in May are not accurately represented on the chart as we are still in the process of analyzing 14 samples.

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Total Phosphorus (TP) concentrations in May scored “Poor” at 3 out of 22 (13.6%) stations when compared to the NNC water quality standards and was a little better than April. The JD State Park Station 56, at the Papaya Village neighborhood stormwater outfall had the highest concentration of TP at 0.17 mg/L, above the NNC of 0.12 for that area. The average TP for all stations throughout the watershed in May was 0.06 mg/L.

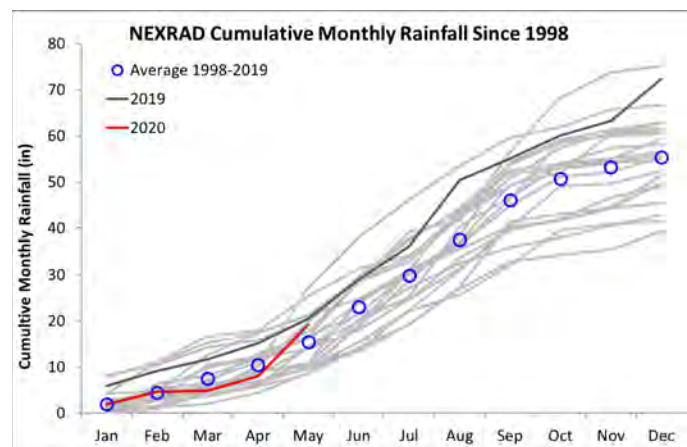
Chlorophyll (CLA) concentrations in May scored “Poor” at 9 out of 22 (41%) stations when compared to the stringent NNC water quality standard for each river segment. The highest concentration was found at Station 56 (the Papaya Village neighborhood stormwater outfall) at 50.8 ug/L, well over the NNC (20 ug/L) for freshwater. The average chlorophyll values for all stations was 6.4 ug/L.

The combination of all fecal indicator bacteria (enterococci in marine and brackish waters, *E. coli* and fecal coliform in fresh waters), 24 out of 70 (34.3%) samples collected scored “Poor” when compared to DEP’s Surface Water Quality Standards for each parameter (fecal coliform, enterococci and *E. coli*), which was substantially worse than the results we measured in April.

### Hydrologic Monitoring

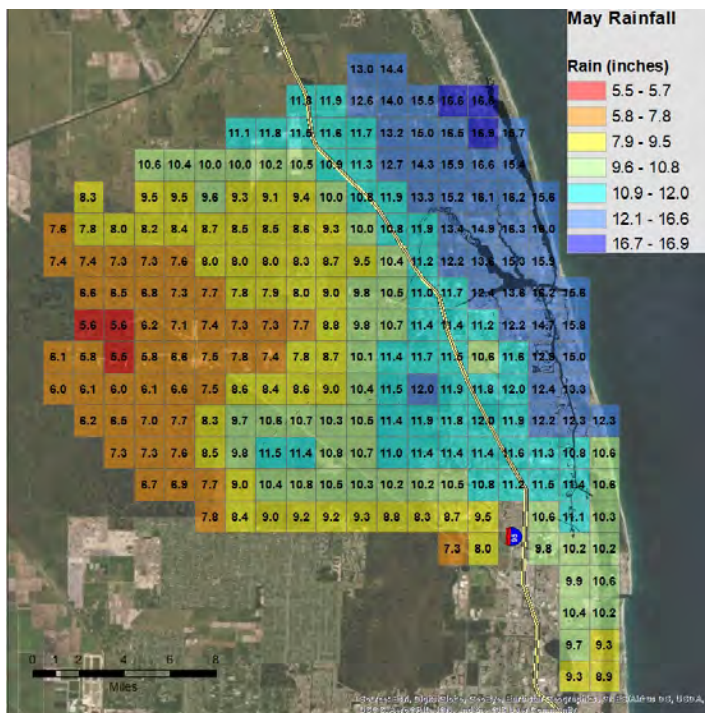
In the span of a weekend the region went from drought to surplus. In May, average rainfall across the watershed was 11.2”, more than double the historical average of 5.0”. The NEXRAD radar-based rainfall measurements detected rain on 19 days throughout the month, with the largest single day total of 3.7” observed on Memorial Day. Year-to-date cumulative rainfall through May is 19.2” which is about 25% above the historical average of 15.4” and about one inch below the 20.5” of rainfall experienced by this time last year (see figure at right). This total also makes May 2020 the second wettest May on record behind May 2018 when 16.9” of rain fell on the watershed.

Spatially, there was a 11” difference in rainfall totals across the watershed between the driest and wettest regions (see figure below). By far, the wettest region included Jonathan Dickinson State Park which experienced up to 17” of rain (much of the park remains flooded as of this writing) and extending southward to the estuary and urban Jupiter which experienced between 12” to over 16” of rain. The driest regions were generally in the western portion of the watershed and include J.W. Corbett Wildlife Management Area (including Pratt & Witney), and Pine Glades Natural Area which experienced between 5.5” to 7.8 of rain.



*Cumulative annual rainfall using NEXRAD radar-based data. Red line indicates current 2020 cumulative rainfall total. Blue circles indicate mean cumulative rainfall since 1998. (2019 indicated as dark gray line).*



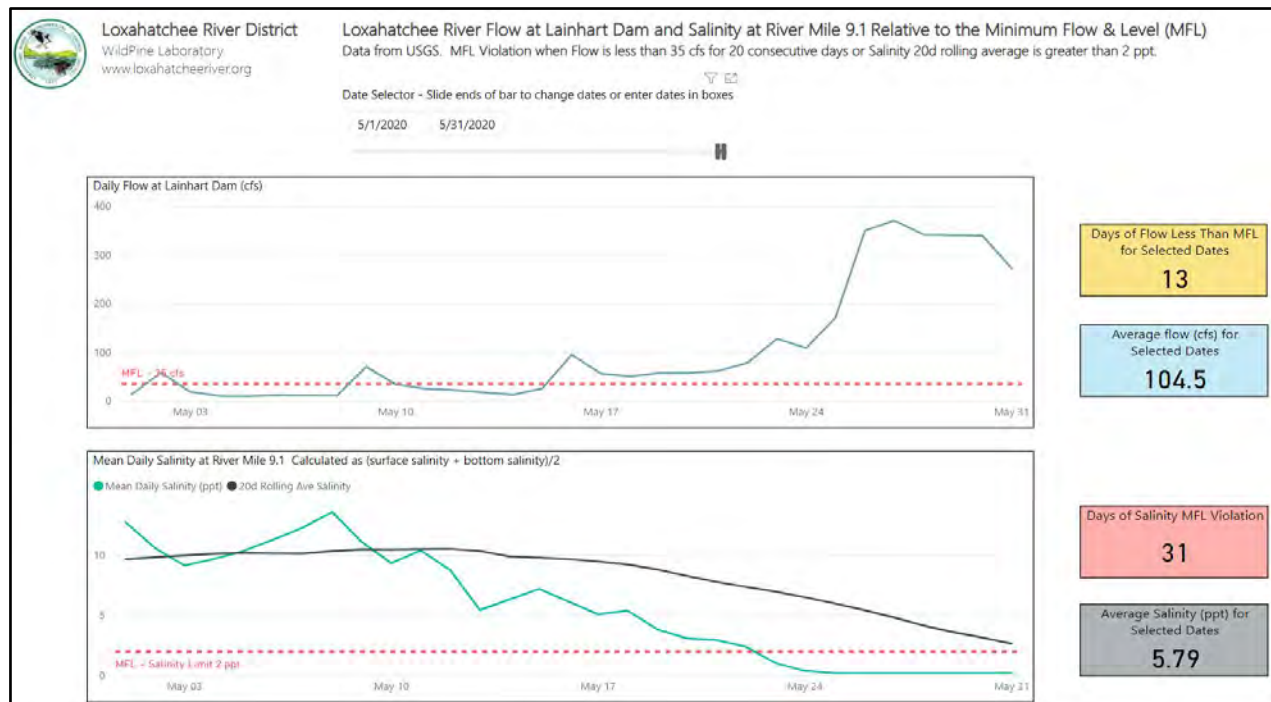


Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

In response to the rapid increase in rainfall, river flows measured at Lainhart Dam also increased rapidly from an early May average flow of 24 cfs with 13 days less than MFL (35 cfs), to a peak flow of 371 cfs on May 27. Since the rain on Memorial Day, flow over Lainhart Dam has averaged 313 cfs.

The increased river flows had a notable effect on salinity in the northwest fork. Daily salinity at the USGS River Mile 9.1 station was above the 2 ppt MFL threshold until May 23 when salinity fell below this threshold and remained fresh through the remainder of the month. However, the 20-day rolling average salinity remained above the 2 ppt threshold throughout the month and in an MFL violation condition. By June 2 the rolling average fell below 2 ppt, ending an **85-day stretch of MFL violation for the 2019-2020 dry season.**

Despite the dramatic increase in flows over Lainhart Dam in May, there was only one day of measurable flow from the S-46 structure on May 28 at 59cfs. The effects of increased rainfall were also seen in the estuary where minimum bottom salinity measured at the US-1 bridge (USGS) rapidly decreased to 14 ppt. The average mean daily bottom salinity since May 25 was 29 ppt.



LRD's Minimum Flow & Level (MFL) data visualization tool available at [www.loxahatcheeriver.org/river/](http://www.loxahatcheeriver.org/river/). River flows measured at Lainhart Dam presented in the upper figure, Daily and 20-day rolling average salinity shown in the lower figure. A MFL Rule violation occurs when the black line crosses above the red dashed line in the lower figure.

## Oyster Spawning and Settlement Monitoring

The 24-day period ending May 29 saw a decrease in oyster settlement activity in both river forks, following unprecedented early settlement in March. In the Northwest Fork, where oyster spat density was highest, average spat density was 7,691 spat m<sup>2</sup>; more than twice the historical average of 3,676 spat m<sup>2</sup> for this time period and down about 11% from last month (see figure at right). Settlement activity in the Southwest Fork fell substantially this month to about 70% below average for this sampling period to 1,993 spat m<sup>2</sup> compared to the period average of 6,734 spat m<sup>2</sup>. This is a departure from the recent pattern we typically see this time of year when settlement activity in the southwest fork is often much higher than the northwest fork.

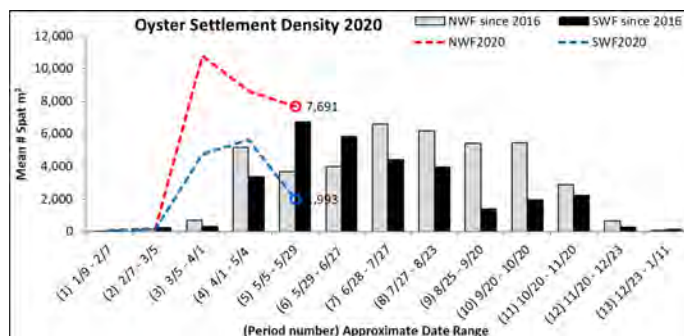


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2020 in the NWF (red) and SWF (blue) with the most current density shown next to colored circles.

The settlement difference between upstream and downstream sites showed an almost even split in both river forks. In the Northwest Fork, the downstream site had a mean density of 8,195 spat m<sup>2</sup> accounting for 53% of total settlement activity. The difference in the upstream and downstream sites in the Southwest Fork was even at 1,993 spat m<sup>2</sup> at both sample sites.

## Volunteer Water Quality Monitoring Program



Due to the pandemic, many of our volunteers are still not comfortable performing their water quality monitoring. Once again, we are very grateful to Mrs. Gates and Mrs. Siani, who monitored their sites 5 times this month.

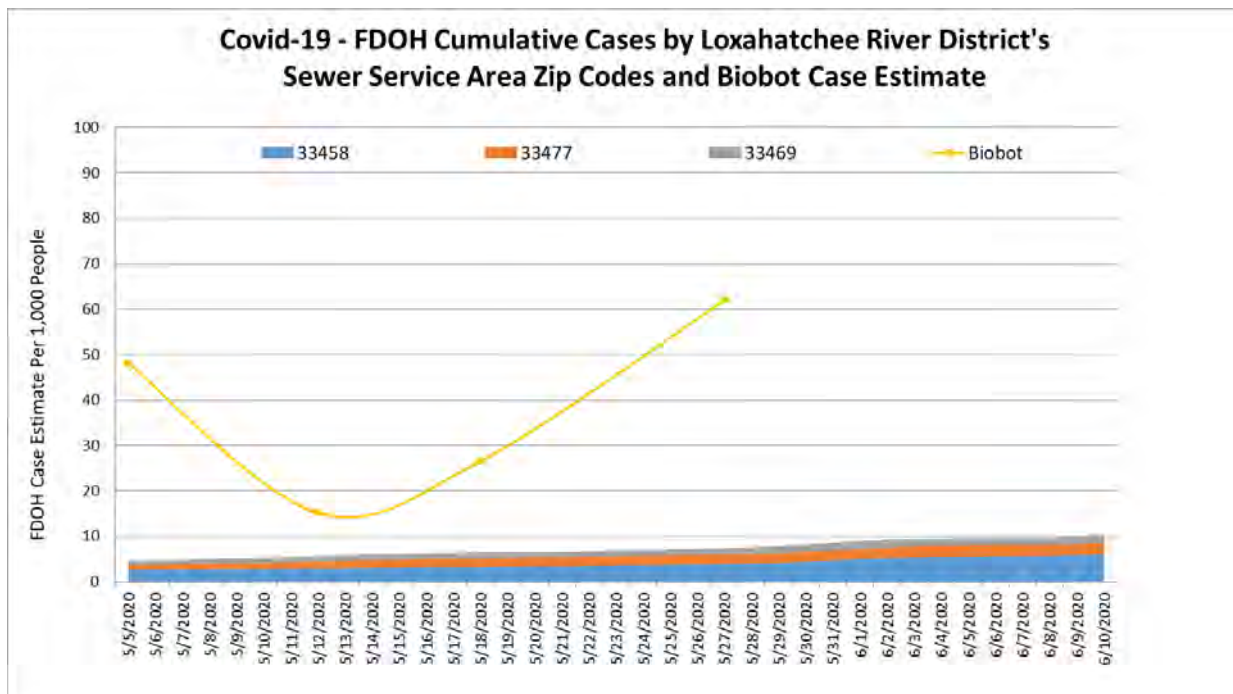
The cumulative scores for all the parameters for the month at Rivers Edge (LR107V) was a grade of high “C” and at the Inlet (LR10V) was a low “B”. The weekly grades at both sites declined at the end of the month due to the increase in precipitation and freshwater flows during the latter part of May.

### Volunteer water quality scoring.

May-20	Averaged results for the whole Month							Scores for the Averaged Results						Cumul. Monthly		
Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade	
LR10V	79.9	2.6	33.0	8.6	6.4	95.7	1.2	Good	Good	Fair	Good	Good	Good	80.0	B	
LR107V	74.1	VAB	14.6	7.4	4.5	57.1	1.2	VAB	Fair	Good	Good	Good	Good	77.7	C	
Average	77.0								scale: 0=poor 2=fair 4=good							
VAB (Visible at Bottom)																
DO (Dissolved Oxygen)																
ND (No Data)																

## Testing for COVID-19 in our Wastewater

We have received all of the results measuring SARS-CoV-2 virus fragments in our wastewater from Biobot for the 4 weeks of testing we did in May. We have been closely monitoring the trends of these results relative to the cumulative clinical case counts by zip code from the Florida Department of Health. Between May 5 and 12 there was a substantial reduction in the case estimate from Biobot, then an uptick on May 18, suggesting substantial variation in wastewater data. Then was a big increase in case estimates on the May 26 sample that was likely driven, at least in part, by the substantially higher wastewater flows from the rain on Memorial Day (9.5 MGD versus our typical 6 to 7 MGD). Other utilities working with Biobot have reported higher counts during high flows and suggested that the high flows flush more solids to the treatment plant. The FDOH clinical counts by zip code are showing increasing trends in cumulative clinical cases.



## Customer Service

### Payment Processing

2<sup>nd</sup> Quarter Bills were due on May 20 and staff were busy processing over 17,700 payments totaling nearly \$2.4M.

We had higher than usual monthly revenue and payment counts for the 2nd month of the quarter, which offset most of the declines we saw at the end of last month.

For the combined 1st and 2nd month of the quarter here is where we stand:

- Total Revenues (\$4,000,274) are nearly identical to the previous average of Months 1&2 going back to Q1 2019.
- Residential Revenues are up 1.1% (\$33,306)
- Commercial Revenues are down 3.9% (-\$36,245)



- Total Counts of payments are nearly identical to the previous average of Months 1&2 going back to Q1 2019.
- Residential Counts were up 0.3% (95 more payments)
- Commercial Counts were down 1.5% (22 fewer payments)

We presently stand at 92% percent of active accounts satisfied, which is right in line with historical trends, where we usually receive payments from 5-6% of our customers the last month of the quarter.

Fortunately, it appears most customers are continuing to pay their sewer bills.

## Information Technology (IT)

### Information Security Awareness Training

Although in-person trainings led by our IT team have paused, online training for information security continue to help the District observe some real success during these challenging times. In April, the IT team released new tests which challenged users to spot phishing emails with remote worker and COVID-19 themes.

While we did stay below the industry average for benchmarking, we did observe increase in failed tests due to the new, compelling COVID-19 content. Staff quickly improved and the increase was short lived, and now we are back on track with numbers that the entire District can be proud of!



# Loxahatchee River Environmental Center

## June 2020

### River Center Summary Statistics



## LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



		Environmental Stewardship Impact [%ES Impact = (Total Visitors x ES Index)/Monthly Target]	Environmental Stewardship Index	Total Visitors (incl. Visitors, Field Trips, Onsite Programs)	Average Program Participation [Actual participants/Capacity of Program]	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Program Revenue
Benchmark / Customer Expectation		% of Target	Monthly Average [Max Rating is 9]	% of Target	% of Capacity	% of Target	% of Target	Rating Average [Max Rating is 5]	Rating Average [Max Rating is 5]	% within budget	% of Target
Blue Level		≥ 110%	≥8	≥ 110%	≥ 95%						
Green Level		≥ 90%	≥7	≥ 90%	≥ 75%	≥ 90%	≥ 90%	≥4	≥4	≥ 85% but ≤ 105%	≥ 90%
Yellow		≥ 75%	≥5	≥ 75%	≥ 50%	≥ 75%	≥ 75%	≥3	≥3	≥ 80%	≥ 75%
Red		<75%	<5	<75%	<50%	<75%	<75%	<3	<3	< 80% or > 105%	<75%
2018 Baseline		98%	7.3	109%	84%	121%	154%	4.8	4.1	90%	165%
2019 Baseline		102%	7.3	98%	96%	131%	218%	4.7	4.4	96%	100%
2019	May	99%	7.4	106%	77%	130%	148%	4.8	4.1	97%	77%
	June	109%	7.5	98%	154%	141%	184%	4.6	4.5	91%	83%
	July	106%	7.3	91%	153%	151%	180%	4.8	4.4	110%	111%
	Aug	89%	7.4	89%	115%	78%	310%	4.7	5.0	100%	97%
	Sept	98%	7.1	92%	86%	197%	190%	4.8	4.3	93%	94%
	Oct	98%	7.3	110%	78%	139%	290%	4.6	4.3	100%	185%
	Nov	99%	7.4	98%	95%	108%	190%	4.5	4.7	96%	176%
	Dec	97%	7.3	93%	81%	91%	188%	4.7	4.4	84%	158%
2020	Jan	152%	7.4	103%	76%	157%	94%	4.8	4.5	101%	185%
	Feb	128%	7.4	128%	89%	147%	313%	4.8	4.5	84%	201%
	Mar	60%	7.7	36%	30%	32%	82%	5.0	3.8	83%	135%
	Apr	0%	0.0	0%	0%	21%	0%	0.0	0.0	80%	112%
	May	0%	0.0	0%	0%	17%	0%	0.0	0.0	82%	67%
Consecutive Months at Green		0	0	0	0	0	0	0	0	0	0
Metric Owner		O'Neill	O'Neill	O'Neill	Harris / Duggan	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

The River Center was closed all month due to COVID-19, therefore, all our program and visitation metrics are showing in the red. One volunteer per day has been coming in to do animal care, but all other volunteer shifts are cancelled. The River Center staff has been hard at work even though we have been closed.

### River Center General

#### COVID-19

The River Center was closed for the entire month of May and anticipates being closed through the end of August. Currently, the park has reopened to boat traffic only. Playground and pavilion use are prohibited. Nature Centers are allowed to open according to Palm Beach County, but only if we can provide safe, social distancing and groups have to be limited to 10. They recommend not doing any educational programming at this time. We will continue to produce environmental education videos. You can check them out on our Facebook and YouTube pages.

<https://www.facebook.com/loxahatcheerivercenter/>

<https://www.youtube.com/channel/UCwtVsfcRjRq-uFkUG5wVUw>



### Cypress the Alligator

Our juvenile alligator Cypress has finally graduated from his little tank into the floodplains exhibit with our juvenile turtles. Cypress has lived at the River Center for a full year now, having first arrived April of 2019. He has lived in the office at the River Center for training and has finally made enough progress to be moved up to his next training stage. Now that he is in an active exhibit, we are excited to see how he adjusts to his new environment and his new tankmates. We cannot wait for guests to be able to see him!



### River Center Photo Library

This month we have been working to trim down, organize and tag all the River Center's photographs to make our library searchable. Once complete, our plan is to move the library to the District's SharePoint site and create a searchable library there. This will give all employees the ability to search for River Center photographs. We have many habitat and wildlife photographs that may be of benefit to other employees. We started the project with approximately 60,000 photographs, of which 13,900 were duplicates. We have also deleted bad photographs and any unnecessary photos. We are currently at 32,000 photographs with approximately 16,000 photographs still to process (tag or delete).

### Intern Sarah Burckbuchler



May marked the last month for our Fall and Spring intern Sarah Burckbuchler. Sarah came on board in November 2019 and was trained on conducting field trip programs and family events. She was amazing interacting with guests, especially our younger visitors. She was especially helpful in maintaining the upkeep of our reptile enclosures and animal care. She adapted well as we pivoted toward virtual learning during the pandemic. She took on more responsibilities for animal care, cleaning, and organization. Her upbeat

attitude and sunny disposition always made her a joy to be around and will surely be missed after she is gone. Unfortunately, since we will not be conducting summer camp this summer, we have decided not to hire any summer interns. Usually we hire three new staff to handle the summer workload but that is not the case this year. We will miss having an office full of people this summer but hopefully in the fall we will be able to welcome back a new intern for the next school year.

### Green School Student of the Year – Nikolai Dutkewych!



River Center staff have spent the past two months trying to quantify our environmental stewardship impact. It is difficult because it covers a broad range, is subject to opinion, is intangible and can take years to accomplish. But

this month, we are proud to say that we have a tangible example of our environmental stewardship impact. Nikolai

### With Gratitude

Today, Nikolai was honored with the Green Student of the Year Award. He was nominated by his science teacher, and it was a complete and total surprise. I included the link below and **I wanted to share it with you because you have been instrumental in fostering his love and appreciation for the environment.** The River Center Summer Camp has had a profound impact on his development and this award truly speaks to Nikolai's heart and the essence of who he is. Thank you for everything you have done to help shape him. Summer will not be the same without camp but we are looking forward to next year.

With Gratitude,

Shana (Nikolai's mother)

has attended the River Center's Aquatic Adventure Camp since 2013 and had planned to attend again this summer. He was named as Palm Beach County's Green School Student of the Year for his work. Here is a list of his accomplishments: 1) started a Food Forest at his school to combat food insecurity 2) volunteered with the Lake Worth Lagoon Restoration Project at Munyon Island, and 3) gave a presentation about environmental issues at the Palm Beach Civic Organization's first Environmental Forum.

You can view the presentation of his award on YouTube: [Green School Student of the Year](#).

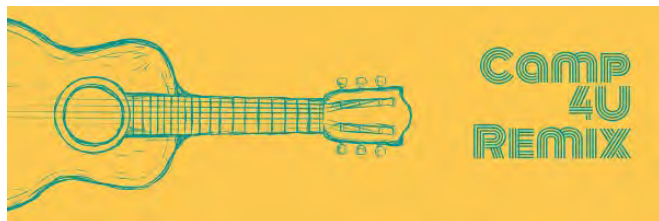
### ***Special Programs***

#### **Virtual Environmental Education**

Currently, Sara Duggan is working on our educational videos that we are posting on select days to the River Center's social media. This includes concept, filming, editing and final production. She also develops new ideas each week in order to keep our videos fresh and fun. Our video topics range from the garden, Science with Sam, story time and our fish of the week. We also recently recorded footage for a virtual boat tour, which should post soon. Since we have started with our videos, we have had over 24,000 views! As we transition into the summer, we are adjusting our ideas to focus on outdoor activities which will include more videos highlighting our natural areas and waterways. We are excited to see where this new type of medium takes us with our community.

- Facebook views in May have increased from 8,500 views to 11,000 views.
- We have added our current videos to the LRD intranet on Stream so other LRD employees can enjoy our current selection of virtual learning experiences.

#### **Camp 4U Training**



Over the month of May, the River Center staff had the opportunity to participate in the Camp 4U: Remix Summer Camp Conference online. It was provided virtually for free to everyone due to the pandemic. For five days, twelve speakers from around

the U.S. presented on various topics to help camp staff and counselors be their very best. This was an inspiring, and fun, series of meaningful experiences for frontline and mid-level camp staff. We learned about best practices, gather games, and activity resources to use with campers and was a change to network with other camp staff. Even with the River Center's summer camp being cancelled this summer, this was a great opportunity to learn more about being a camp staff member, and being the best camp staff we can be. We will use these resources for future staff, interns, and counselors.

#### **Program Lesson Plans**

We have been chugging away at updating and reformatting the River Center's field trip programs. The School District of Palm Beach County has required field trip destinations to have lesson plans in a 5E model: Engage, Explore, Explain, Elaborate, and Evaluate. Megan Harris has been able to add three more lessons into the completed list to a total of thirteen. Some of the programs that have been updated with the 5E format, standards, vocabulary, and teacher resources are:

- Oyster Reef Ecology Lab
- Fish Morphology



- Mangrove Adaptations
- Shark Conservation

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*Jocelyn and Team,  
Just wanted to give a huge THANK  
YOU to you all. That was excellent  
and the teachers were mighty  
impressed. Everything went smoothly  
and honestly, we're sad we couldn't  
come and dig into those Oyster bags  
with you! I appreciate all your help  
and time with this as it was  
extremely kind of you to  
accommodate our needs. Thank you  
again and looking forward to  
working with you all in the future.*

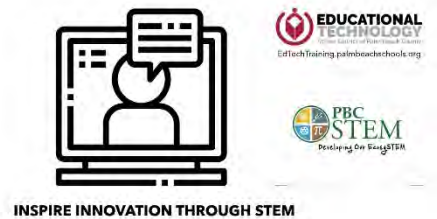
*Leigh Arnold  
STEM Instructional Specialist –  
EQuIPD  
Palm Beach County Schools*

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### **SDPBC STEM Teacher's Virtual Workshop**

On Friday, May 22nd the River Center team was invited to participate in a teacher professional development virtual experience. The River Center gave a virtual tour of the exhibits, demonstrated the Oyster Reef Ecology Lab, and the tools and technology that we use at our facility to aid in education.

This opportunity was part of the School District of Palm Beach County's STEM department EQuIPD. This program, funded by the National Science Foundation, aim to improve STEM (Science, Math, Engineering, and Mathematics) and computer science education through research and practice. EQuIPD- Engaged Quality Instruction through Professional Development seeks to establish and test for efficacy of a professional development model to produce highly qualified teachers in STEM practices for all children, especially for students who are in traditionally underserved schools and districts within the State of Florida.




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### **Upcoming River Center Events**

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrcd.org](mailto:rivercenter@lrcd.org) or 561-743-7123

**ALL PROGRAMS HAVE BEEN CANCELLED THROUGH THE END OF  
SUMMER**

**based on the Palm Beach County Park Closures.**

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director  
From: Travis Bains, CSHO, ENS, Safety Compliance Officer  
Date: June 10, 2020  
Subject: District Safety Report for May 2020

### Safety Metrics: May 2020

OSHA recordable injuries: **None**

Lost time injuries: **None**

Actual TRIR: **6.3** [TRIR Goal <4.4]

TRIR = Total Recordable Incident Rate

### Safety is a Core Value at LRD

*Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.*

### Safety Training

Safety training conducted for the month of May consisted of Tri-Annual Forklift training for qualified operators and Arc Flash training for certain District employees that work around the electrical rooms.

District employees that have been trained on the standard 1910.178, Power Industrial Truck, aka, Forklift, shall be evaluated at least every three years. Training consisted of video instruction of the type of forklift the District currently owns and a performance evaluation of operation.

All District Electricians along with key personnel (i.e., those participating in operation of our Kirk Key system) were trained in Arc Flash a NFPA 70E standard. Arc Flash is a phenomenon where a flashover of electric current leaves its intended path and travels through the air from one conductor to another or to ground. The results are often violent and can cause serious harm when a human is in close proximity to the arc. The training instructed the employees on the hazards of Arc Flash and the steps to assess and avoid the hazards.

### Hazard Analysis & Individual Accountability

The District Safety Officer works daily with supervisors and staff throughout the organization to assess and evaluate potential hazards by addressing the 4 Qs:

1. What am I about to do?
2. How could I get hurt?
3. What am I going to do to prevent injury?
4. What do I need to do this job and how will I do it safely?

This month the District Safety Officer worked with relevant staff to conduct targeted hazard analyses for the following projects:

### **Removal of IQ Pump (IQ-515)**

Primary hazards: Crane and rigging failure, muscle strains, SSO, dehydration, pinch points, overhead hazards.

Job Hazard Analysis: Yes

Job site safety assessment conducted.

### **Electrical Termination of Pump and Fan Pump (IQ-515)**

Primary hazards: Slip/trip/fall; working from heights off extension ladder, electrical shock, heat stress

Onsite Training: Ladder safety (Education: A-frame vs. Extension ladder), Lock-Out/Tag-Out procedures, atmospheric testing, job hazard analysis and toolbox talk forms.

Job Hazard Analysis: Yes

Job site safety assessment conducted.

### **Checking manholes and cleaning (Collections crews)**

Primary hazards: temporary maintenance of traffic; oncoming unseen traffic, lifting of manhole covers, raw sewage, debris, rats, and roaches.

Mechanical hazards: Pinch points, hose integrity (cuts, rashes, scrapes, and broken jackets), noise hazards, jetting hi-pressure from vac-con through lateral lines, possible back-up to resident house

Onsite training: Procedures, temporary maintenance of traffic, set-up, PPE, tools and their uses, job hazard analysis and toolbox talk forms.

Job Hazard Analysis: Yes

Job site safety assessment conducted.

### **Shop Welding/Grinding (Maintenance)**

Primary hazards: eye wear (safety glasses, face shield and checking of welding glass tint (cracks)) leathers, gloves (leather) welding screen in place, fumes and gases, sparks off of grinder wheel, personnel around circle of influence.

Job Hazard Analysis: toolbox talk.

Job site safety assessment conducted.

### **Confined Space, New Wet Well (Inspectors)**

Primary hazards: pre-check of atmosphere, 25' deep dry well with pump maintenance, mechanical ventilation installed, inspection on davit arm and harness, dehydration and heat stress.

Mechanical Hazard: heavy rain falls in previous days, pumps running continuous to allow for lower levels of water accumulation.

Onsite training: Atmospheric testing, inspection of entry tools, permit required confined space and procedures, job hazard analysis and toolbox talk forms.

Job Hazard Analysis: toolbox talk.

Job site safety assessment conducted.

**Safety Quote of the month:** *“Chance takers are accident makers”*



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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: June 11, 2020

SUBJECT: Consultant Payments

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

	<u>Prior Month</u>	<u>Fiscal YTD</u>
Shenkman, PA	\$19,611.90	\$93,057.95
Holtz	\$19,143.50	\$165,564.30
Baxter & Woodman	\$24,743.38	\$133,989.74

Should you have any questions in regard to these items, please contact Kara Fraraccio concerning the attorney's invoice, and Kris Dean concerning the engineers' invoices.

J:\BOARD\Consult2020.docx

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Future Business



## Neighborhood Sewering:

- 181st Street Gravity Construction Contract
- Preliminary Assessment - Imperial Woods
- Preliminary Assessment - US1 Low Pressure
- Preliminary Assessment - Country Club Drive
- Preliminary Assessment - Thelma Avenue
- Preliminary Assessment - Whispering Trails

## Other:

- Budget Assumptions
- Lift Station 82 Conversion
- Greenhouse Gas Emissions Evaluation
- Odor Control Improvements Study
- Master Lift Station Bypass Study
- Continuing Services Contract
  - Collections and Transmission
  - Wastewater Treatment Facility
  - Reuse System
  - Admin, Education and Maintenance Facilities
- Disposal of Capital Assets/District Property Policy
- Merchant Services Contract